MICROFILM

START OF ROLL

ROLL NO.

#79

Construction Contracts

UI-323(11) 39th Avenue Structure 1955
over Banfield Expressway
#4588

A

RECEIVED
JAN - 1 1960
FOR FILING
UI-323(11)
4588

December 30, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of September 16, concerning the Union Pacific Railroad Company's bill for adjustment of their communication and signal lines to permit construction of the T. H. Banfield Highway between Union Ave. and 42nd Ave.

The highway improvement on the section was done under three Federal-aid projects, Project UI-323(15) Union Ave.-37th Ave., Project I-323(20) 37th Ave.-42nd Ave. and UI-323(11) 39th Ave. Undercrossing.

The work by the railroad was of such nature that it was necessarily performed as a unit rather than by the separate projects, thus making it almost impossible to show separate costs for each of the projects. Accordingly, since most of the railroad revision work was required for the construction of the Union Ave.-37th Ave. Section, Project UI-323(15), the bill for the entire revision was submitted with the final voucher for that project. All railroad work involved in the above projects are included in the final Union Pacific Company's bill submitted with the final voucher for Project UI-323(15). We are enclosing a copy of a letter from the Union Pacific Company dated September 28, 1958, advising the bill is final for the above projects.

We advised you that work under Contract 4590, Project UI-323(15) was completed September 1, 1957, and work under Contract 4829, Project I-323(20) was completed December 3, 1957. Normal procedure, however, requires restoration of the railroad facilities after completion of the highway work and the railroad work subsequent to the above dates was occassioned for this reason. We are enclosing a copy of a letter from the Union Pacific Company dated Oct. 7, 1959,

advising the work of removing the underground cable between 37th Ave. and 39th Ave. and restoring to open lines on poles was done during June 20 to June 24, 1958. For the above reasons we believe the railroad work, subsequent to the highway contracts completion dates listed in the railroad bill No. 822924, is eligible for Federal reimbursement.

Your suggestion concerning submission of railroad progress bills with progress Federal-aid vouchers where the work is to be of considerable duration, appears desirable and will be kept in mind.

You will note in the third paragraph of the Union Pacific Company's letter of October 7, 1959, mention is made that work on the N.E. 16th Ave. and Holladay Street connections, Project I-80N-1(5)1 is to be made under a subsequent separate billing.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

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Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

5199 I-323(23)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
08-35.5

408 State Highway Bldg. P59
Salem, Oregon

37th - 42nd
37th Ave St., 4829 I-323(20) [illegible] 9-10-56
4178 UI-323(11) 10-18-55
10-18-55
4570 - Sept 3 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project UI-323(15), Union Ave.-
37th Ave. Section of the T. H. Banfield
Expressway

Dear Sir:

An audit was made of the Union Pacific Railroad Company's bills included in the PR-20 Final Voucher on the above project. We are attaching one copy of Form 302 indicating the exceptions revealed during the audit.

On pages 9 to 12 of the PR-302 are listed exceptions for work done by the railroad company from September 1957 to June 1958. These costs were all incurred after your notice to us of completion date on September 1, 1957.

Before any recommendations are made on these citations we would like to have your comments or reasons for the railroad work after completion date. Also any other comments you may have on other citations as listed.

The Bureau Auditor has recommended that the State Highway Department submit progress vouchers covering railroad work on progressive bills when the construction period covers a considerable time. This project started in 1955 and some records had been destroyed. Progress vouchers covering railroads progressive billings would save audit time, improve relations with the company, and insure complete documentation being readily available.

Very truly yours,

CG Polk
C. G. Polk
Division Engineer

Porter
How can we stop this?

ENCL.

RECEIVED

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

OCTOBER 7, 1959

(File Ref. D 9016 - 32 - 14)

Mr. Ivan D. Merchant,
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Merchant:

Willamette River - 42d Avenue Section,
Banfield Expressway

Replying to your letter of October 1st concerning Railroad Bill No. 822924 issued in connection with the captioned project:

A check of our records indicates that the charges, June 1958, were in connection with removing the underground cable through the 37th and 39th Avenue structures and restoring the line to open wire. This work was performed in four days, from June 20th to the 24th.

The work on the Holladay Street Overcrossing occurred on June 13th and 14th, and 16th through 19th, and covered the placing of our wire lines underground. These latter charges will appear in a bill for the 16th Street Crossing, when it is compiled.

I trust this gives you enough information to clear up your question.

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

cc: Mr. R. M. Brown,
District Engineer, UPRR -
Portland.

RECEIVED

RECEIVED
JAN - 4 1960
FOR FILING

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

SEPTEMBER 28, 1959

File Ref. D 9016 - 32 - 19

Mr. Ivan D. Merchant,
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Merchant:

N. E. 39th Avenue Overcrossing --
Banfield Expressway

In reply to your recent inquiry concerning billing of Railroad expenses on the captioned project:

This will confirm your understanding that all Railroad expenses between 42nd Avenue and the Willamette River, whether in connection with overcrossing structure or contracts for the construction of the Banfield itself, were charged to the Banfield Expressway work and billed with reference to "Contract Audit No. 85902, dated September 9, 1955, our Work Order 7498-1-OW." The quoted information appears at the latter part of the description of the work on the billheads. This includes expenses at the 39th Avenue overcrossing as well as the 37th and Sandy Blvd. overcrossing.

The billing was made pursuant to the above-mentioned agreement, which covered all the work on this section of the Banfield Expressway without regard to construction contracts awarded by the State.

A separate agreement covered 39th Avenue because the easement runs to the City of Portland.

To further confirm that it was intended to bill all the expenses against the Banfield Expressway, you are referred to Mr. Kidder's letter of October 19, 1955 to Mr. Baldock, to the attention of Mr. Paxsen, giving an estimate of Railroad work, broken down to the various features.

Yours very truly,

G. H. Baker

G. H. Baker, Superintendent

RECEIVED
SEP 30 1959
OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

RECEIVED
MAR 12 1957
FOR FILING

U.I.-323(11)

4588

1

March 11, 1957

Lord Brothers, Contractors
9235 N. Calvert Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission on March 1 had under discussion your request for an extension of time from October 31, 1956 to November 30, 1956 within which to complete your contract No. 4588, for structure, grading and paving on the 39th Avenue Structure Section of the T.H. Banfield Expressway in Multnomah County.

We are pleased to inform you that the State Highway Commission granted your request to November 28, 1956, the actual completion date. The Commission's action was based upon the recommenfation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

L. R. Allen,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

UI 323(11)

OREGON STATE HIGHWAY DEPARTMENT
(date)
February 21, 1957

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4588	13 Post Final	Lord Brothers, Contractors	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
3476	H-173813	$ 239.41	2/21/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1956

Time Extensions: to Nov. 28, 1956

Completion Date: Nov. 28, 1956

Date Accepted: March 1, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-5-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

MAR 6 1957

Warrant Mailed: Ruth Rawlings

NOTED ON CARD

OREGON STATE HIGHWAY DEPARTMENT
(date)
February 21, 1957

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4588	13 Post Final	Lord Brothers, Contractors	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3476	H-173813	$ 239.41	2/21/57

Mr. H. B. Glaisyer:

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Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1956

Time Extensions: to Nov. 28, 1956

Completion Date: Nov. 28, 1956

Date Accepted: March 1, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-5-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

MAR 6 1957

Warrant Mailed: Ruth Rawlings

NOTED ON CARD

FI 322(11)

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 30, 1957

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4588	12-Final	Lord Brothers, Contractors

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1814	H-172124	$ 8,672.43	1/30/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1956

Time Extensions: to Nov. 28, 1956

Completion Date: Nov. 28, 1956

Date Accepted: March 1, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-5-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 6 1957

Ruth Rawlings

NOTED ON CARD

RECEIVED
FEB 13 1957
FOR FILING

[illegible]

February 6, 1957

Request for extension of time
No. 4
February 28 and March 1 meeting

Oregon State Highway Commission

Gentlemen:

Re: 39th Avenue Undercrossing
Contract No. 4908

Lord Brothers, contractors on the 39th Avenue Undercrossing on the Banfield Expressway in Multnomah County, has requested an extension of time from October 31, 1956, to November 30, 1956. Our records show that this project was completed on November 28, 1956.

Bids were opened on this project on November 4, 1955, but it was not awarded until December 27, 1955.

As this delay was beyond the control of the contractor, it is recommended that this extension be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

W. C. Williams
State Highway Engineer

FMB/mn
Attached

Note: This contract does not carry the liquidated damage provisions.

RECEIVED
JAN 16 1957
FOR FILING
[illegible]
4588

January 16, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4588 for work performed on the 39th Avenue Structure on the Banfield Expressway in Multnomah County was completed by the contractor, Lord Bros., Contractors, on November 28, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $8,672.43 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $289,786.91, of which amount $3,678.05 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
JAN 2 - 1957
FOR FILING
FORM E-30X 37½ 3-54 73730

HI-3[illegible]

4588

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

December 31, 1956

SUBJECT: Time Extension

To:

C. A. Gardner

A warrant is being held in our safe for the following contract pending receipt of time extension.

Contractor	Contract	Estimate No.	Amount
Lord Brothers, Contractors	4588	11 Semi-Final	$13,850.25

J. G. Herr
J. G. Herr
R.

cc: Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
DEC 31 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 20 1956

FOR FILING

MI-32[illegible]

458

December 19, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. N. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Lord Brothers, Contractors, in connection with contract No. 4588, covering structure, grading and paving on Union Ave.-42nd Ave. Section of the T.H. Banfield Expressway in Multnomah County. This payment in the amount of $13,850.25 will be released to the contractor on or after December 29, 1956. The retained percentage is $8,694.26.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

Form E-1—[illegible]—4-56

A

UI. 323 (11)
4588

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 6, 1956

Section 39th Ave. Undercrossing
Kind of work Structure,Grading & Paving
Highway T.H.Banfield Expressway
Section prefix 26-1063
Contractor Lord Bros.
Contract number 4588
Date of contract ....., 19....
Date of completion ....., 19....
Date work started ....., 19....
Estimated date of completion ....., 19....
Project authorization $.....
Exclusive of Engineering $.....
Per cent of time elapsed .....%
Estimated cost of completed project, exclusive of engineering $.....
Estimated per cent overrun or underrun .....%
Per cent of contract completed, based on total contract price .....%
Engineering authorization $.....
Engineering cost to date $....., ...%
Date project was completed ....., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Doing clean up work on entire project.

Remove & replaced island noses under Extra Work Order to install boundary lights.

Project open to traffic 10A.M. October 5th.

This is the final Grading report on this project.

Noted
M. N. Juve

NOTED
L. H. Young

NOTED
FORREST COOPER

NOTED
W. T. WRIGHT

C.C. L.R.Allen
Res. Bridge Engr.

Signed John W Day
John W. Day - Resident Engineer
Address P.O.Box 4699, Portland 2, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 96633

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	4				

Men	3
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ....1...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	Fair		
Saturday	"		

CF FB-2119

Form PR 2 (Revised 1950)

State Oregon

Project No. UI-323(11)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of September, 1956,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 3rd day of March, 1955, a program, which was approved on the 17th day of May, 1955, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 19th day of October, 1955, and the sum of two hundred four thousand, and 00/100.

dollars ($204,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

~~Between~~ xxxxxxx At Station 132+48.62, in Portland,

, length 0.000 miles, in Multnomah County, being Oregon project No. UI-323(11), consisting of 0.000 miles of roadway and one x xxx bridges, each of more than 20 feet clear span, 0.000 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

16—11879-3

(b) It is agreed that the Highway Department will not add nor permit the addition of any points of access to or exit from the project in addition to those approved in the plans, without the prior approval of the Secretary, and it is further agreed that the Highway Department will not permit automotive service stations or other commercial establishments to be constructed or located on the right of way, except that the State or a political subdivision may use the air space above and below the established grade line of the highway pavement for the parking of motor vehicles provided such use does not interfere in any way with the free flow of traffic on the Interstate System.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred four thousand and 00/00. dollars ($204,000.00), which does not exceed the authorized Federal pro rata share of three hundred thirty thousand, five hundred twenty one and 40/100. dollars ($330,521.40), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By Mrs McIver
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11270-5

A4.63

RECEIVED
AUG 31 1956
OREGON DISTRICT

RECEIVED
SEP 7 195
OREGON DIST

Oregon State Highway Department

Federal Aid
Project No. UI-323 (11)

N. E. 39TH AVENUE UNDERCROSSING OF THE

T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code X221
N. E. 39th Avenue Undercrossing (Sta. 132+43.62)(Contract No. 4538)

Approach Roadway

All	Required	Clearing and Grubbing	$	$ 7,684.00
3,200	sq. yds.	Removal of Pavement	0.65	2,080.00
1,800	lin. ft.	Removal of Curbs	0.35	630.00
1,700	sq. yd.	Removal of Walks and Driveways	0.60	1,020.00
14	only	Removal of Catch Basins	6.00	84.00
1	only	Removal of Manholes	94.00	94.00
1,040	cu. yds.	Drainage Excavation, Unclassified	2.00	2,080.00
9,700	cu. yds.	General Excavation, Unclassified	0.60	5,820.00
190	cu. yds.	Furnishing and Placing Topsoil	6.00	1,140.00
All	Required	Finishing Roadbed and Slopes		420.00
150	lin. ft.	6-inch Sewer Pipe	1.60	240.00
940	lin. ft.	8-inch Sewer Pipe	1.80	1,692.00
300	lin. ft.	10-inch Sewer Pipe	2.10	630.00
210	lin. ft.	12-inch Sewer Pipe	2.30	483.00
190	lin. ft.	24-inch Sewer Pipe	5.80	1,102.00
180	lin. ft.	Extra for Pipe Under Pavement	3.50	630.00
8	only	Concrete Manholes	280.00	2,240.00
1	only	Drop Manholes	430.00	430.00
22	only	Concrete Inlets	52.00	1,144.00
1	only	Adjustment of Manholes	110.00	110.00
2	only	Reconstruction of Manholes	175.00	350.00
100	cu. yds.	Concrete Curbs	54.00	5,400.00
160	lin. ft.	Asphaltic Concrete Curbs	1.30	208.00
120	sq. yds.	Concrete Driveways	5.00	600.00
850	sq. yds.	Concrete Walks	4.00	3,400.00
24	cu. yds.	Concrete Islands	50.00	1,200.00
50	only	½" x 7" Boat Spikes	0.80	40.00
240	lin. ft.	1¼-inch Electrical Conduit Under Roadway	1.60	384.00
50	lin. ft.	Metal Guard Rail	6.00	300.00
8	only	Metal Sight Posts	8.00	64.00
1,200	cu. yds.	Sand in Sand Blanket	1.50	1,800.00
2,900	cu. yds.	Coarse Crushed Material in Base	3.00	8,700.00
340	cu. yds.	3/4" - 0 Material in Base	4.00	1,360.00
80	M-gal.	Sprinkling	3.00	240.00
All	Required	Preparation of Base		360.00
70	cu. yds.	3/4" - 0 Material in Binder Course	5.00	350.00
10	tons	RC-3 Asphalt	52.00	520.00
1,500	tons	Class "B" Asphaltic Concrete	6.50	9,750.00
10	tons	MC-2 Asphalt	55.00	550.00
30	cu. yds.	Aggregate in Seal Coat	6.00	180.00
50	lin. ft.	Steel Handrail	10.00	500.00
				$ 66,009.00

Structure

All Required	Shoring, Cribbing, Etc.	$	$ 5,336.00
1,800 cu. yds.	Structural Excavation	5.00	9,000.00
10 cu. yds.	Excavation Below Elevation Shown	13.00	130.00
900 lin. ft.	Furnish Treated Timber Piling	1.50	1,350.00
30 only	Drive Timber Piles	60.00	1,800.00
980 cu. yds.	Class "A" Concrete	55.00	53,900.00
1,230 cu. yds.	Class "A-A" Concrete	65.00	79,950.00
605,000 lbs.	Metal Reinforcement	0.10	60,500.00
1,320 lin. ft.	Steel Handrail	10.00	13,200.00
All Required	Miscellaneous Metal		2,269.00
All Required	Electrical Work on Structure		1,000.00
			$228,435.00
All Required	Work to be Done by Union Pacific Co.		6,030.00
		Subtotal	$300,474.00
		10% Engr. & Cont.	30,047.40
		Total	$330,521.40

Length of Structure 0.000 Mile

Federal Funds..	$204,000.00
State Funds..	51,521.40
City of Portland..	75,000.00
	$330,521.40

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

39TH AVENUE UNDERCROSSING

WORK PERFORMED BY UNION PACIFIC COMPANY'S FORCES

	Labor	Material	Total
Revise Signal and Communication Lines	$1,570.00	$1,960.00	$3,530.00
Engineering	2,500.00		2,500.00
			$6,030.00

Oregon State Highway Department

Federal Aid Project
No. UI-323(11)

N. E. 39th AVENUE UNDERCROSSING
OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 18, 1955

Type Code X221
N.E. 39th Avenue Undercrossing (Sta. 132+48.62)

Approach Roadway:

All Required	Clearing and Grubbing		$ 2,500.00
3,200 sq. yds.	Removal of Pavement	$ 0.40	1,280.00
1,800 lin. ft.	Removal of Curbs	0.25	450.00
1,700 sq. yd.	Removal of Walks and Driveways	0.40	680.00
14 only	Removal of Catch Basins	15.00	210.00
1 only	Removal of Manholes	40.00	40.00
1,040 cu. yds.	Drainage Excavation, Unclassified	3.50	3,640.00
9,700 cu. yds.	General Excavation, Unclassified	0.75	7,275.00
190 cu. yds.	Furnishing and Placing Topsoil	2.50	475.00
All Required	Finishing Roadbed and Slopes		300.00
150 lin. ft.	6-inch Sewer Pipe	1.25	187.50
940 lin. ft.	8-inch Sewer Pipe	1.50	1,410.00
300 lin. ft.	10-inch Sewer Pipe	1.85	555.00
210 lin. ft.	12-inch Sewer Pipe	2.25	472.50
190 lin. ft.	24-inch Sewer Pipe	5.00	950.00
180 lin. ft.	Extra for Pipe Under Pavement	5.00	900.00
8 only	Concrete Manholes	250.00	2,000.00
1 only	Drop Manholes	500.00	500.00
22 only	Concrete Inlets	60.00	1,320.00
1 only	Adjustment of Manholes	75.00	75.00
2 only	Reconstruction of Manholes	125.00	250.00
100 cu. yds.	Concrete Curbs	45.00	4,500.00
160 lin. ft.	Asphaltic Concrete Curbs	0.75	120.00
120 sq. yds.	Concrete Driveways	5.00	600.00
850 sq. yds.	Concrete Walks	4.00	3,400.00
24 cu. yds.	Concrete Islands	45.00	1,080.00
50 only	½" x 7" Boat Spikes	0.25	12.50
240 lin. ft.	1½-inch Electrical Conduit under Roadway	1.50	360.00
50 lin. ft.	Metal Guard Rail	4.00	200.00
8 only	Metal Sight Posts	3.00	24.00
1,200 cu. yds.	Sand in Sand Blanket	0.50	600.00
2,900 cu. yds.	Coarse Crushed Material in Base	2.00	5,800.00
340 cu. yds.	3/4" - 0 Material in Base	2.50	850.00
80 M-gal.	Sprinkling	3.00	240.00
All Required	Preparation of Base		250.00
70 cu. yds.	3/4" - 0 Material in Binder Course	5.00	350.00
10 tons	RC-3 Asphalt	50.00	500.00
1,500 tons	Class "B" Asphaltic Concrete	7.00	10,500.00
10 tons	RS-2 Asphalt	50.00	500.00
30 cu. yds.	Aggregate in Seal Coat	5.00	150.00
50 lin. ft.	Steel Handrail	12.50	625.00
			$ 56,131.50

Structure

All Required	Shoring, Cribbing, Etc.		$ 7,500.00
1,800 cu. yds.	Structural Excavation	$ 5.00	9,000.00
10 cu. yds.	Excavation Below Elevation Shown	10.00	100.00
900 lin. ft.	Furnish Treated Timber Piling	1.25	1,125.00
30 only	Drive Timber Piles	50.00	1,500.00
980 cu. yds.	Class "A" Concrete	65.00	63,700.00
1,230 cu. yds.	Class "A-A" Concrete	70.00	86,100.00
605,000 lbs.	Metal Reinforcement	0.11	66,550.00
1,320 lin. ft.	Steel Handrail	12.50	16,500.00
All Required	Miscellaneous Metal		1,500.00
All Required	Electrical Work on Structure		1,500.00
			$255,075.00
All Required	Work to be Done by Union Pacific Co.		6,030.00
	Subtotal		$317,236.50
	10% Engr. & Cont.		31,723.65
	Total		$348,960.15

Length of Structure 0.000

Federal Funds- -	$216,000.00
State Funds- -	57,960.15
City of Portland -	75,000.00
	$348,960.15

39th AVENUE UNDERCROSSING

WORK PERFORMED BY UNION PACIFIC COMPANY'S FORCES

	Labor	Material	Total
Revise Signal and Communication Line	$1,570.00	$1,960.00	$3,530.00
Engineering	2,500.00		2,500.00
			$6,030.00

RECEIVED
AUG 21 1956
FOR FILING

FORM E-30X—50M—11-55—90828
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

August 16, 1956
Salem, Oregon

SUBJECT: N. E. 39th Ave. Undercrossing
T. H. Banfield Expressway
Contract No. 4588

To:

Mr. A. G. Skelton
Division Engineer
State Highway Department
Box 4699, Sellwood Station
Portland 2, Oregon

Reference is made to Laboratory Test No. 378287, dated August 14, 1956 showing 4.4 percent excess of materials passing the ¼" screen for the 1½"-0 crushed gravel stockpile material at the Portland Road and Driveway Company.

This stockpile is of questionable quality as difficulty has been had in getting satisfactory gradation in various field screening tests.

Will you please instruct the resident engineer to exercise very close control of the quality of aggregate from this stockpile as it is used.

Tom Edwards
Construction Engineer

By L. H. Young

L. H. Young
Ass't Construction Engineer

LHY-WCH:jc

cc Forrest Cooper ✓
Ray Webber

NOTED

RECEIVED
AUG 16 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 25 1956

FOR FILING

UI-323(11)

45

08-35

April 23, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the agreement between the Union Pacific Railroad, the State of Oregon and the City of Portland covering construction of the N. E. 39th Avenue Viaduct on the T. H. Banfield Expressway, Oregon Project UI-323(11).

The agreement refers to a blue print of the crossing, dated May 20, 1955, and marked Exhibit "A". The copies sent this office do not include the exhibit. Also, the estimate of cost of work to be performed by the railroad (shown on Exhibit "B") is not in sufficient detail. According to Bureau of Public Roads requirements, cost of materials and labor should be segregated and the nature of the materials involved should be indicated. It is our opinion that eligible costs such as engineering and inspection should be separated from the costs of watchmen and flagmen which are generally ineligible.

Please furnish three copies of Exhibit "A" and if possible send three copies of Exhibit "B", revised along the lines suggested above. Approval and forwarding of the agreement will be delayed pending receipt of this additional information.

Very truly yours,

C. G. POLK
District Engineer

By

A. F. BESTER
Supervising Hwy. Design Engineer

Original sent to
Bridge Dept.
4-24-56
Gm.

RECEIVED
APR 24 1956
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

RECEIVED
APR 19 1956
FOR FILING
FORM E30—12½M—6-55—69209
41-323(11)

11528

file

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RR-459

Salem Office
April 13, 1956

SUBJECT: Pux 160-Impaired Clearance-
39th Avenue-Banfield Expressway
OWRR & N. Co.
Multnomah County

To: Mr. H. B. Glaisyer
Secretary
State Highway Commission
Office

Herewith I hand you for your files duplicate executed copy of agreement between Oregon-Washington Railroad & Navigation Company and its Lessee Union Pacific Railroad Company, the State of Oregon, by and through its State Highway Commission, and the City of Portland, relative to the 39th Avenue Overcrossing of the T. H. Banfield Expressway in the City of Portland.

Mimeographed copies of the agreement, without the map, are being distributed in the department as shown below.

J.W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. G. S. Paxson
Mr. W. C. Williams
Mr. P. M. Stephenson (6)
Mr. Forrest Cooper (2)
Mr. A. G. Skelton (2)

RECEIVED

ORDINANCE NO. 103244

An Ordinance authorizing the execution of an agreement with the Oregon-Washington Railroad & Navigation Company and the Union Pacific Railroad Company and the State Highway Commission, relating to an easement for the N. E. 39th Avenue Overcrossing over the Banfield Expressway, and the rights and obligations of the State Highway Commission and the City in connection therewith, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. The Council finds that, by Ordinance No. 103003, passed by the Council November 3, 1955, the Mayor and Commissioner of Public Works were authorized to enter into an agreement with the State Highway Commission relating to the construction of a viaduct on N. E. 39th Avenue over the Banfield Expressway; that, in connection with the said viaduct, it is necessary that an easement be obtained over and across the property owned by the Oregon-Washington Railroad & Navigation Company and the Union Pacific Railroad Company, which easement shall also establish the respective rights of the parties during the construction of said viaduct as well as during the subsequent period of maintenance thereof; that an agreement for such easement should be entered into without delay; now, therefore, the Mayor and Commissioner of Public Works hereby are authorized to enter into an agreement with the Oregon-Washington Railroad and Navigation Company and the Union Pacific Railroad Company and the State of Oregon acting by and through its State Highway Commission, in form approved by the City Attorney, substantially in accordance with the form of agreement marked Exhibit "A," attached to the original of this ordinance and hereby made a part hereof.

Section 2. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: in order that there may be no delay in clearing title for the construction of the said N. E. 39th Avenue Viaduct and in order that the bids therefor may be accepted without further delay, therefore, an emergency hereby is declared to exist, and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council DEC 15 1955

Fred L. Peterson

Mayor of the City of Portland

Attest: Will Gibson

Auditor of the City of Portland

Commissioner of Public Works
PG:pm
December 14, 1955

RECEIVED
MAR 27 1956
FOR FILING

FORM 230—20M—2-55—82986

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

March 22, 1956
Salem Office

SUBJECT: Pux 160-Impaired Clearances-
39th Avenue-Banfield Expressway
OWRR & N. Co.-Multnomah County

To:
Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson (6)
Mr. A. G. Skelton (2)
Mr. C. W. Enfield

Herewith I hand you copy of Order No. 34417 issued by the Public Utilities Commissioner under date of March 20, 1956, authorizing temporary impaired clearances affecting the main line track of Oregon-Washington Railroad & Navigation Company and its Lessee Union Pacific Railroad Company at N.E. 39th Avenue in the City of Portland.

J. W. DeSouza R.N.
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

RECEIVED
MAR 23 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Order #34417

BEFORE THE PUBLIC UTILITIES COMMISSIONER

OF OREGON

F-474-141

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for an order authorizing temporary clearances affecting the main line track of Oregon-Washington Railroad & Navigation Company and its Lessee Union Pacific Railroad Company at N. E. 39th Avenue in the City of Portland, Multnomah County.	ORDER

On December 15, 1955, the State of Oregon, by and through its State Highway Commission, filed its application for authority to impair temporarily the standard vertical clearance as set forth in Order No. 33700 by the erection of falsework necessary to the construction of a structure which will carry N. E. 39th Avenue, in the City of Portland, over the tracks of Oregon-Washington Railroad & Navigation Company and its Lessee, Union Pacific Railroad Company.

The falsework which creates the impairment is made up of forms necessary to contain and support the concrete during its hardening and setting period. This falsework will extend over the full width of the single track, will provide standard horizontal clearance, and its lowest point will be 22 feet above top of rail, thus impairing the standard vertical clearance to the extent of 6 inches only.

The track to be impaired carries approximately 11 train movements per day, at present consisting of passenger trains and freight trains, operating at speeds of 50 miles per hour or less.

Oregon-Washington Railroad & Navigation Company and its Lessee, Union Pacific Railroad Company, advised that they have no objection to the application.

From the foregoing, it is concluded that the proposed impairment is necessary to the construction of the overcrossing structure, is so slight as to cause no undue hazard to rail operation, and the application therefor should be granted.

It is further concluded that, because of the slight degree of impairment and its temporary nature, the installation of standard impaired clearance signs is unnecessary. It is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for an order authorizing temporary clearance affecting the main line track of Oregon-Washington Railroad & Navigation Company and its Lessee, Union Pacific Railroad Company, at N. E. 39th Avenue, in the City of Portland, Multnomah County, Oregon, is granted; and it is further

ORDERED that the impairment herein authorized shall be as above described and none other; and it is further

ORDERED that Union Pacific Railroad Company is herein authorized to operate over the track affected under conditions of impairment as described above.

Made and entered this 20th day of March, 1956.

CHAS. H. HELTZEL

Public Utilities Commissioner

(OFFICIAL SEAL)

RECEIVED
JAN 19 1956
FOR FILING

[illegible]
4588

January 19, 1956

Lord Brothers, Contractors
9233 N. Calvert Ave.
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4588, which was awarded to you by the State Highway Commission on December 27, 1955, covering the Union Avenue-42nd Avenue Section of the Banfield Expressway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

FORM [illegible] REVISED [illegible]

RECEIVED
JAN 27 1956
FOR FILING

[illegible]
4522

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

January 18, 1956

Mr. Chas. H. Heltzel
Public Utilities Commissioner
Public Service Building
Salem, Oregon

Attention: Mr. David Don

Re: Pux 160-Impaired Clearances-39th Avenue
Banfield Expressway
OWRR & N Co.
Multnomah County

Dear Mr. Don:

Herewith I hand you original and two copies of motion to amend petition, relative to impaired clearances at N. E. 39th Avenue in Portland, your Docket F-474-141.

The two copies of the motion are for service upon the Railroad Companies.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. G. S. Paxson ✓
Mr. P. M. Stephenson

NOTED
G. S. PAXSON

Pux 160

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for an order authorizing temporary clearances affecting the main line track of Oregon-Washington Railroad & Navigation Company and its Lessee Union Pacific Railroad Company at N.E. 39th Avenue in the City of Portland, Multnomah County.

F-474-1.1

MOTION TO AMEND PETITION

Comes now the State of Oregon, by and through its State Highway Commission, and moves to amend its petition in the above entitled cause and matter as follows:

I

In line 7 of paragraph III strike the words "base of rail" and insert in lieu thereof the words "top of rail".

II

On the exhibit attached to said petition under the heading "Railroad Clearance Diagram" strike the words "base of rail" and insert in lieu thereof the words "top of rail".

Dated at Salem, Oregon, this 18th day of January, 1956.

STATE OF OREGON, by and through its
State Highway Commission

C. W. [illegible]
Assistant Attorney General and Chief
Counsel for the State Highway Commission

J. W. [illegible]
Assistant Counsel for the State Highway
Commission

JMD:RN
1-18-56

RECEIVED
JAN 12 1956
FOR FILING

111-323 (11)

4555

3312

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 10, 1956

SUBJECT: 39th Avenue Detour
39th Avenue Viaduct
T. H. Banfield Expressway

To: Mr. W. C. Williams
Deputy State Highway Engineer

OFFICE

W. C. [illegible]

L

We have been advised by a copy of a letter from Mr. Skelton that he has been instructed by P. M. Stephenson to proceed with the construction of the subject-named detour.

Copy of Skelton's letter attached.

L. H. Young
Assistant Construction Engineer

LHY:dt

Encl.

ASSIGNMENT

Date: **January 10, 1956** No. 6312 By Inced

Description: **Letter of January 6, FBC to WCW, and letter of January 3, Forrest Cooper to WCW; re building of short detour from 39th and Senate in northwesterly direction to Chico Street for northbound traffic on 39th while 39th Ave. viaduct is under construction**

Acknowledged by____ Referred to Cooper ✓

__ Investigate and report with recommendation
☒ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr._______
__ Contact correspondent and report

Remarks: **~~Ex~~ Proceed with detour. See Crandall's report attached.**
WCW

PLEASE RETURN TO
W. C. WILLIAMS

Executed 1-11-56 Report Received__________

---

ur telephone conversation of this
r. W. C. Williams had approved the
nico Street just west of 39th, which
ffic on 39th Avenue going to Sandy
arold Percival, Superintendent for
greed with the construction of this
t or Force Account, and that the
out with him by Mr. Merrin. I will
letter.

a copy of Milton J. Merrin's letter
vised plan, profile and typical section
hat his estimate of cost is about
$[illegible] for this work, and we feel that this might be a little low, we are suggesting that this estimate be revised to approximately $[illegible]. It is planned to do the grading and surfacing by the contractor's forces, and I will try to work out arrangements for the paving to be done by the City of Portland Municipal Paving Plant. The city plant operates throughout the year whenever weather is at all suitable, and I believe this would be the surest and fastest way of getting this paved.

The copy of the revised plan is a print for your records. We would like to have about three prints of the profile and typical section, which is a pencil tracing.

A. G. [illegible]
Division Engineer

AGS:w
Encl.
cc: Milton M. Merrin
L. H. Allen
Forrest Cooper

NOTED
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
[illegible]

Portland, Oregon
January 5th, [illegible]

[illegible]

To: P. M. Stephenson
Bridge Engineer
State Highway Department
Salem, Oregon

Reference is made to our telephone conversation of this date in which you advised that Mr. W. C. Williams had approved the detour from 39th and Senate to Chico Street just west of 39th, which is to be used for northbound traffic on 39th Avenue going to Sandy Boulevard. I have advised Mr. Harold Percival, Superintendent for Lord Brothers, that we are going ahead with the construction of this detour, either by Price Agreement or Force Account, and that the necessary details will be worked out with him by Mr. Merrin. I will confirm this conversation with a letter.

I am enclosing herewith copy of Milton J. Merrin's letter of December 30th, enclosing a revised plan, profile and typical section of this detour. You will note that his estimate of cost is about $2000 for this work, and we feel that this might be a little low, so are suggesting that this estimate be revised to approximately $3000. It is planned to do the grading and surfacing by the contractor's forces, and I will try to work out arrangements for the paving to be done by the City of Portland Municipal Paving Plant. The city plant operates throughout the year whenever weather is at all suitable, and I believe this would be the surest and fastest way of getting this paved.

The copy of the revised plan is a print for your records. We would like to have about three prints of the profile and typical section, which is a pencil tracing.

A. G. [illegible]
Division Engineer

AGS:w
Encl.
cc: Milton M. Merrin
L. R. Allen
Forrest Cooper

FORM 230—20M—2-55—62906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 3rd, 1956

PLEASE RETURN TO
W. C. WILLIAMS

SUBJECT: 39th Avenue (Portland)

To: Mr. W. C. Williams
Deputy State Highway Engineer

Portland Traffic Engineer, Mr. Fred Fowler, has requested that when 39th Avenue northerly from Senate Street is closed by the construction of the 39th Avenue viaduct and ramps a short detour be constructed from somewhere in the vicinity of 39th and Senate diagonally in a northwesterly direction to Chico Street. The cost of constructing the detour is estimated at $3,000 based on grading, laying a sand blanket, a leveling course and 1½ inches of A.C. pavement. Mr. Crandall is making an investigation and will report on the necessity of constructing the detour.

It is requested that when you receive Mr. Crandall's report and recommendation you instruct this office whether or not the detour is to be constructed.

Forrest Cooper
Forrest Cooper
Construction Engineer

FC:AR

cc to: F. B. Crandall
A. G. Skelton

Stephenson has already directed
Skelton to proceed with
construction of detour
LHG.

RECEIVED
JAN 4 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 6, 1956

SUBJECT: Traffic Routing
Vicinity NE 39th and Senate
Portland

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Mr. Cooper has, in his interoffice of January 3, supplied you with cost estimate for building of a short detour from 39th and Senate in a northwesterly direction to Chico Street to care for northbound traffic on 39th during the period the 39th Avenue viaduct is under construction.

After considered review I believe that trafficwise this detour is a necessary thing and recommend that we proceed therewith.

Thought has been given to possible alternate routings for northbound 39th Avenue traffic such as would preclude the need for temporary detour, however, there appears to be no practical alternative. On paper, two possible alternatives have been explored, (1) a routing via Senate and 37th to Sandy which is the present routing of Sandy to Banfield traffic, and (2) routing via Wasco (one block south and paralleling Senate) and 37th Avenue to Sandy. On the (1) proposition the 37th-Senate section can do no more than handle the heavy Sandy to Banfield movement what with the narrow curb-to-curb widths. The Senate Street section has been made one way eastbound to provide two moving lanes for the Sandy to Banfield traffic. Based on very recent traffic counts this movement amounts to 6200 cars per day with exceptionally high peak hour of 1000 vehicles (5:00 p.m. - 6:00 p.m.).

Turning to alternative (2), any attempt to route northbound 39th via Wasco and 37th to Sandy would "bog things down" on the 37th Avenue approach to Sandy Boulevard. The 37th Avenue approach to Sandy is presently set up for three moving lanes of traffic, two of which are for southbound movement to care for the heavy Sandy Boulevard to Banfield traffic. On the one lane northbound, present traffic is relatively minor, some 90 vehicles during the evening peak hour, however, to throw the northbound 39th in would add an additional 260 vehicles during the evening peak for a total of some 340. This volume on a one-way approach at complicated Sandy signalized intersection cannot be handled. The effect would probably be to queue up back to Senate Street and block the heavy flow to Banfield.

The only out, therefore, appears to be to build the temporary detour and more or less maintain the present situation which seems to be operating fairly well with stop sign control at intersection of NE 39th and Senate.

F B Crandall
F. B. Crandall
Traffic Engineer

FBC:ng
cc: Mr. Forrest Cooper
Mr. A. G. Skelton

RECEIVED
1956
ENGINEER

RECEIVED
JAN 12 1956
FOR FILING

41-333(1)
4588

December 27, 1955

Lord Bros. Contractors
9233 N. Calvert Avenue
Portland, Oregon

Dear Sirs:

The State Highway Commission on November 4, 1955 accepted your proposal for construction of the 39th Avenue Structure over the Banfield Expressway in Portland, Multnomah County, for the sum of $294,444 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4588.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington
Attn: Dorothy McCormack

NOTED
J. Mc C.

R. G. Savage (SIAC)
Forrest Cooper
S. H. Probert
P. M. Stephenson

DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 27, 1955
3:40 p. m.

Lord Bros. Contractors
9233 North Calvert Avenue
Portland, Oregon

Contract for the 39th Avenue Structure over Banfield Expressway, Multnomah County, for which you submitted low bid on November 4, 1955 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting (5003-900)
C. W. Head
Files ✓

All rights of way for the project have been acquired.

Attached hereto is an unexecuted copy of the agreement between the City of Portland, the Union Pacific Railroad Company, and the State. This agreement is now in the process of being signed by all the parties concerned. Completed copies of the agreement will be furnished you in the near future.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

CAG/dp

Attached

RECEIVED
JAN 11 1956
FOR FILING

111-2[illegible]

45[illegible]

December 27, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: 39th Avenue Undercrossing
F.A.P. Oregon U-323(11)

On November 4, the Highway Commission accepted the low bid of Lord Bros. Contractors in the amount of $294,444.00 for the above project and instructed the Engineer to award the contract as soon as certain conditions and matters between the Highway Department, the City of Portland, and the Union Pacific Railroad Company had been satisfied. These conditions have been fulfilled to the satisfaction of the Engineer, and he proposes to award the contract to the low bidder as of this date. May we have your concurrence in the award of this contract.

All rights of way for the project have been acquired.

Attached hereto is an unexecuted copy of the agreement between the City of Portland, the Union Pacific Railroad Company, and the State. This agreement is now in the process of being signed by all the parties concerned. Completed copies of the agreement will be furnished you in the near future.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

CAG/dp

Attached

FORM E-123X 25M 2-55

RECEIVED
[illegible] 1955
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland
H. B. GLAISYER
Secretary

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer
W. C. WILLIAMS
1st Asst. State Hwy. Engr.
W. W. STIFFLER
2nd Asst. State Hwy. Engr.
C. W. ENFIELD
Chief Counsel

December 22, 1955

Mr. E. F. Kidder
Division Engineer
2525 N. Larrabee Avenue
Portland 12, Oregon

Re: Pux 160-impaired Clearances-39th Avenue
Banfield Expressway
OWR. & N. Co.
Multnomah County

Dear Mr. Kidder:

Herewith there are handed to you triplicate copies of proposed agreement between Oregon-Washington Railroad & Navigation Company and its Lessee Union Pacific Railroad Company, the State of Oregon and the City of Portland, relative to the 39th Avenue Overcrossing project on the T. H. Banfield Expressway in the City of Portland. There is attached to each of the instruments a certified copy of Ordinance No. 103244 passed by the Council December 15, 1955. This matter is covered by your File D-9016-32-19.

All copies have been executed by the City of Portland and by the Highway Commission and the plans attached have been approved by the City and by the Highway Commission.

It will be appreciated if after execution by the Railroad Companies, the City's copy is returned direct, with a copy to this office of the letter transmitting the copy.

When the Commission's copy is returned, we would appreciate having ten additional prints of Exhibit "A", showing the easement area. I understand the tracing for this print is being secured from Omaha.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

RECEIVED
DEC 22 1955
OFFICE OF
STATE HIGHWAY ENGINEER

JWD:RN
Encl.
cc: Mr. L. G. Apperson
City Engineer, Portland
Mr. Paul Gerhardt
Deputy City Attorney, Portland
Mr. W. C. Williams
Mr. G. S. Paxson ✓
Mr. P. M. Stevenson

NOTED
G. S. PAXSON

RECEIVED
DEC 21 1955
FOR FILING

121-[illegible] 3(1)
45[illegible]

Salem, Oregon
December 21, 1955

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached hereto are four copies of an agreement with the O.W.R.& N. and Union Pacific Railroad Companies covering the construction project on N. E. 39th Avenue in the City of Portland. These copies have been executed by the State Highway Commission and are now ready for the signatures of the officials of the Railroad Company.

When fully executed please return one copy to this office for the Commission's files.

H. B. Glaisyer
Secretary

rn
Attach: 4

RECEIVED
DEC 21 1955
FOR FILING

W1-333(1)
4558

Salem, Oregon
December 21, 1955

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached hereto are four copies of an agreement with the O.W.R.& N. and Union Pacific Railroad Companies covering the construction project on N. E. 39th Avenue in the City of Portland. These copies have been executed by the State Highway Commission and are now ready for the signatures of the officials of the Railroad Company.

When fully executed please return one copy to this office for the Commission's files.

H. B. Glaisyer
Secretary

rn
Attach: 4

FORM E-123X 25M 2-53

RECEIVED
DEC 21 1955
FOR FILING

4-80

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 15, 1955

Mr. Chas. H. Heltzel
Public Utilities Commissioner
Public Service Building
Salem, Oregon

Attention: Mr. David Don

Re: Pux 160-Impaired Clearances-39th Avenue
Banfield Expressway
OWRR & N Co.
Multnomah County

Dear Mr. Don:

Herewith I hand you original and two copies of petition covering temporary impaired clearances on structure to be constructed over the tracks of Oregon-Washington Railroad & Navigation Company and its Lessee Union Pacific Railroad Company at N. E. 39th Avenue on the T. H. Banfield Expressway in Multnomah County.

Two copies are for service upon the Railroad Companies.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:EN
ENCL.
cc: Mr. C. S. Paxson Petition with exhibit ✓
Mr. F. M. Stephenson " " "
Mr. C. W. Enfield " " "

RECEIVED
DEC 16 1955
OFFICE OF
[illegible] ENGINEER

NOTED
C. S. PAXSON

Pux 160

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for an order authorizing temporary clearances affecting the main line track of Oregon-Washington Railroad & Navigation Company and its Lessee Union Pacific Railroad Company at N.E. 39th Avenue in the City of Portland, Multnomah County.	PETITION No._________

The petitioner herein respectfully represents:

I

That the name and address of your petitioner are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this petition is made under the authority of ORS Title 31.

III

That in connection with the construction of the T. H. Banfield Expressway, your petitioner is constructing a structure over and across the right of way and rails of Oregon-Washington Railroad & Navigation Company, and its Lessee Union Pacific Railroad Company, at N. E. 39th Avenue, extended northerly, in the City of Portland, and that in connection with the said construction, it will be necessary and desirable to impair the vertical clearances over and above the main line track to a height of 22 feet above the base of rail during the period of construction, as shown by Drawing No. 12290, attached hereto and by this reference made a part hereof. After construction the temporary impairment of clearances will be removed and the vertical clearances will be as shown on the said drawing. It is not contemplated that there will be any horizontal impairment of clearances during construction.

WHEREFORE, your petitioner prays that an order be issued authorizing the said temporary impaired clearances during the said construction, and further authorizing the operation of train movements under the said structure during the temporary period of impaired clearances.

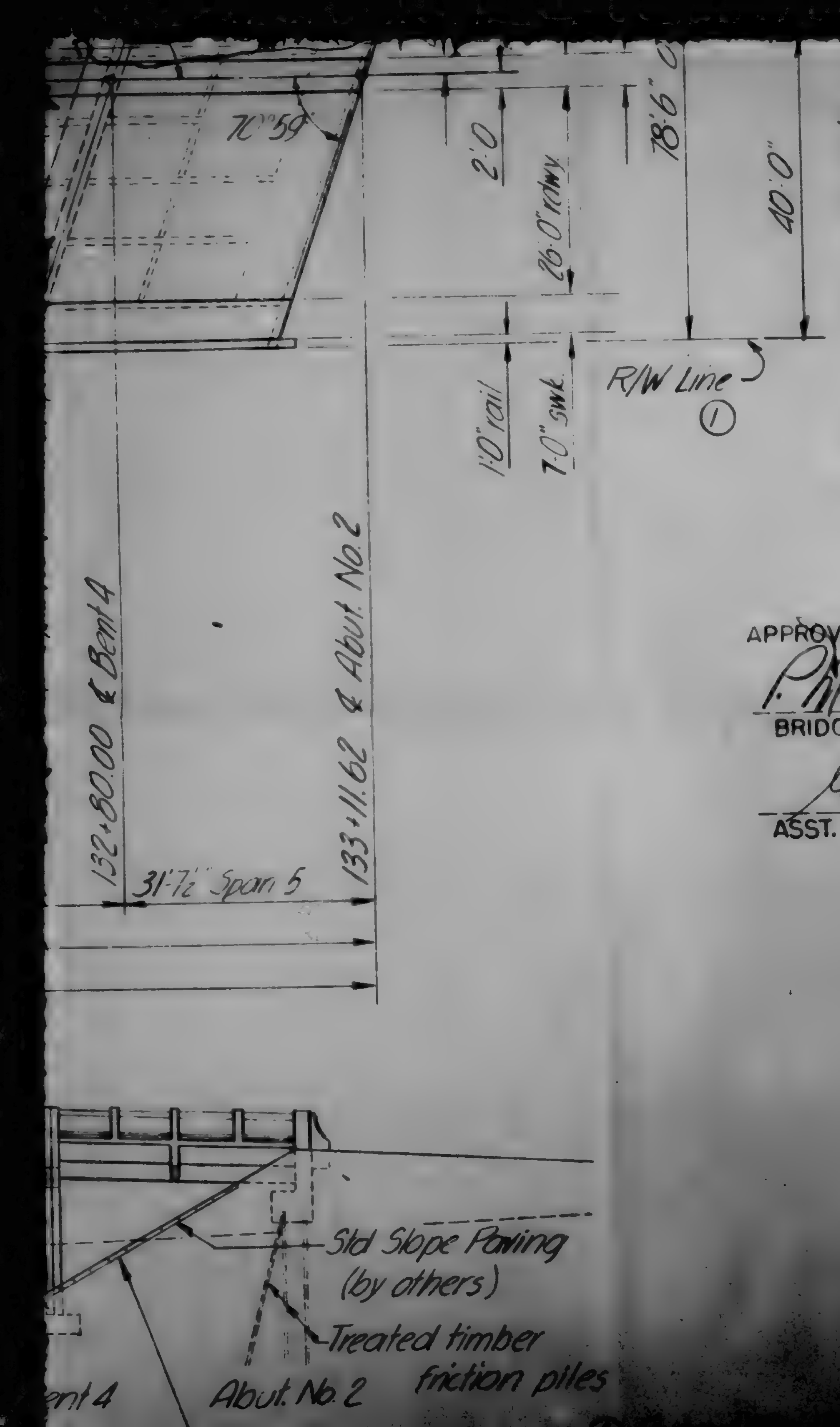
Dated at Salem, Oregon, this 15th day of December, 1955.

STATE OF OREGON, by and through its
State Highway Commission

C. W. ENFIELD
Assistant Attorney General and Chief
Counsel for the State Highway Commission

J. M. [illegible]ZA
Assistant Counsel for the State Highway
Commission

JMD:[illegible]
12-15-55
Petition - 2


70°59'
2'0
26'0" rdwy.
78'6"
40'0"
1'0" rail
7'0" swk.
R/W Line
①
132+80.00 ℄ Bent 4
133+11.62 ℄ Abut. No. 2
31'7½" Span 5
Std Slope Paving
(by others)
Treated timber
friction piles
Abut. No. 2
Bent 4

Concrete in slab of span 1 and in beams, deck & curb slab of spans 2 thru 5 shall be class "AA" and shall attain a breaking strength of 4500 psi in 28 days (f_c = 1800 psi). All other concrete shall be class "A" and shall attain a breaking strength of 3300 psi in 28 days (f_c = 1320 psi).

Max. allowable design pressure under footings is 2.5 Tons per sq. ft.

For grade line profiles, see road dep't. sheets 3 thru 6.

Bent footings are to be poured prior to fabrication of column steel. Retaining wall footings and abut. 1 footing are to be poured prior to fabrication of wall steel.

APPROVED:

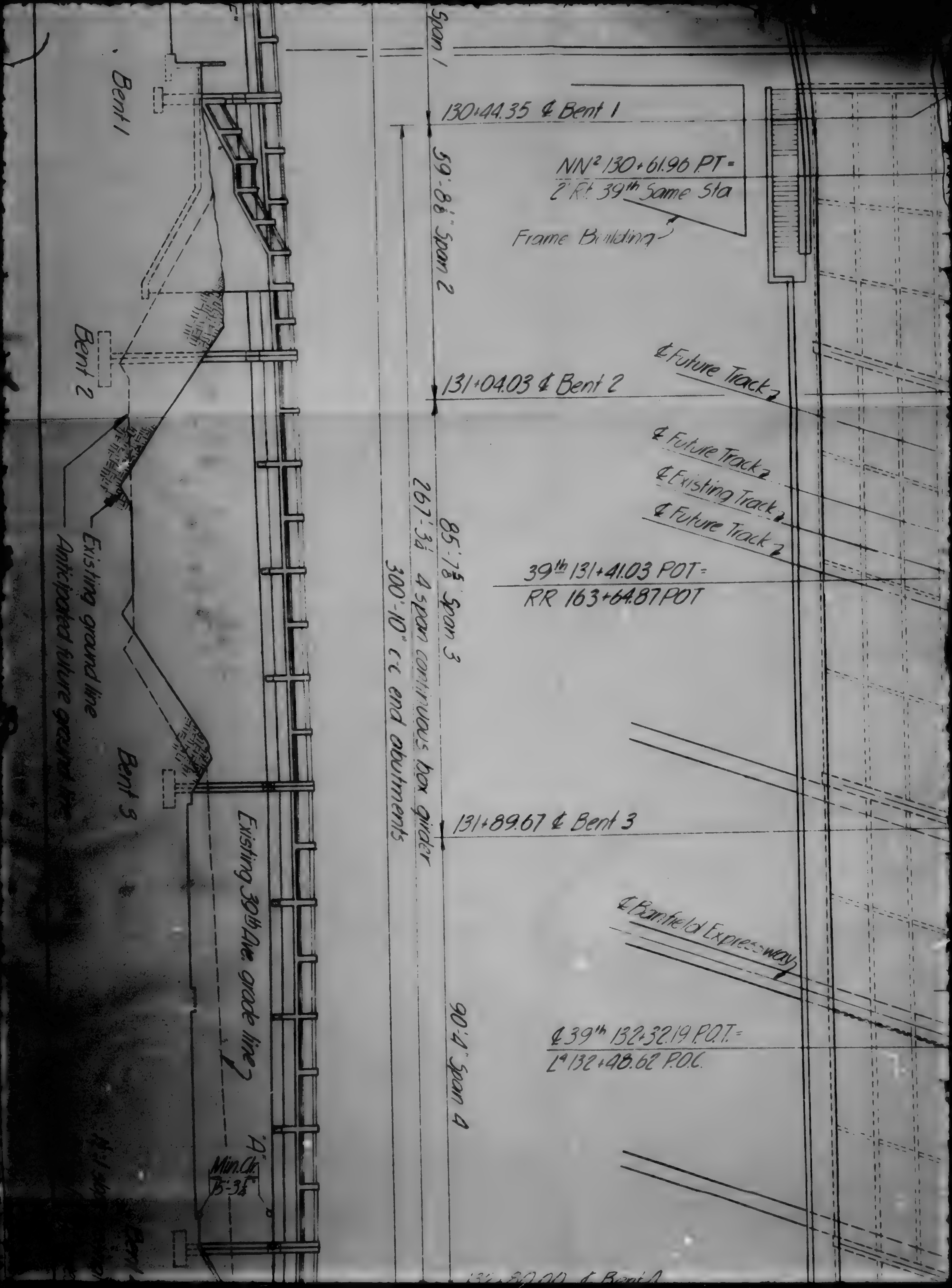
P.M. Stephenson

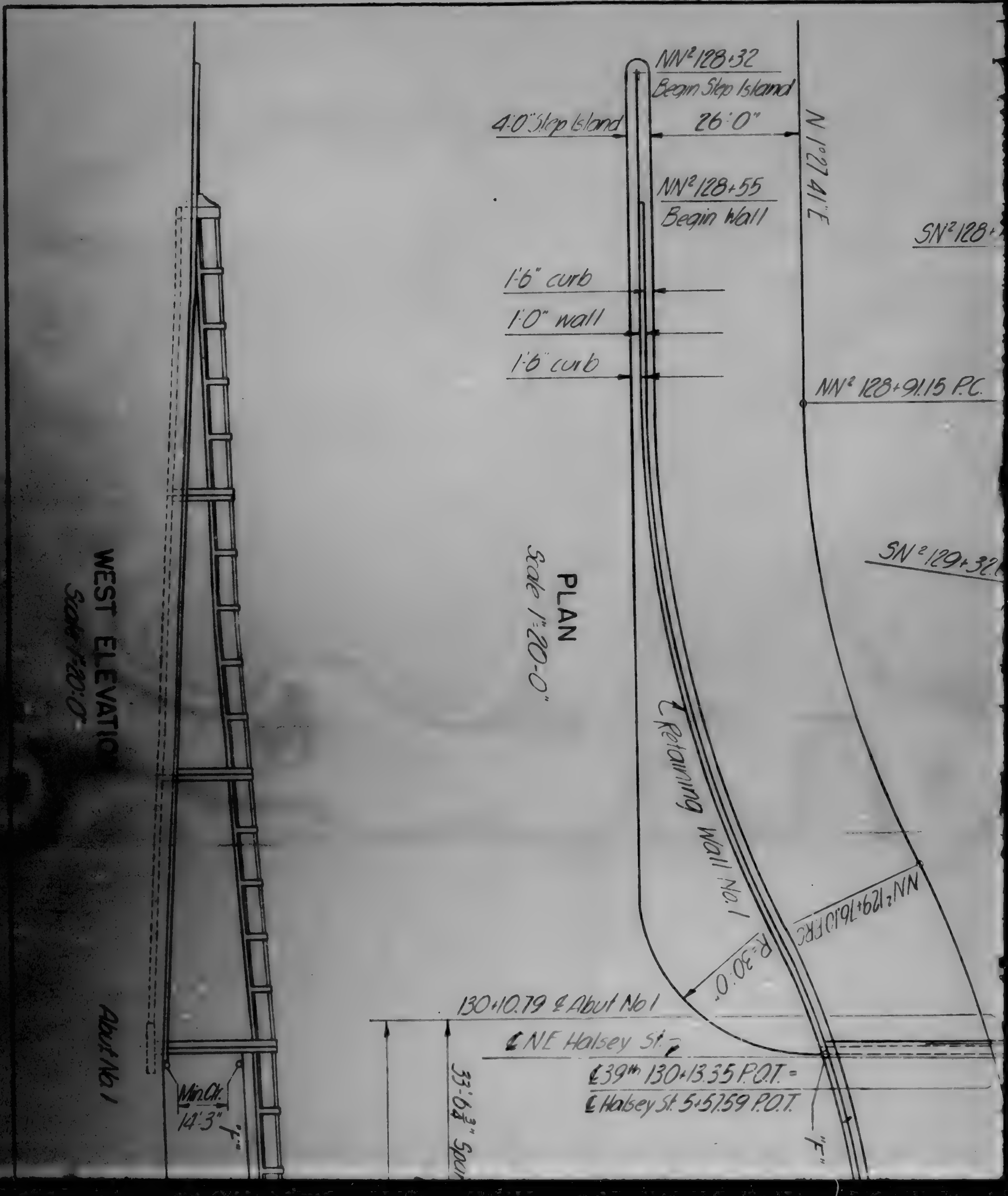
BRIDGE ENGINEER

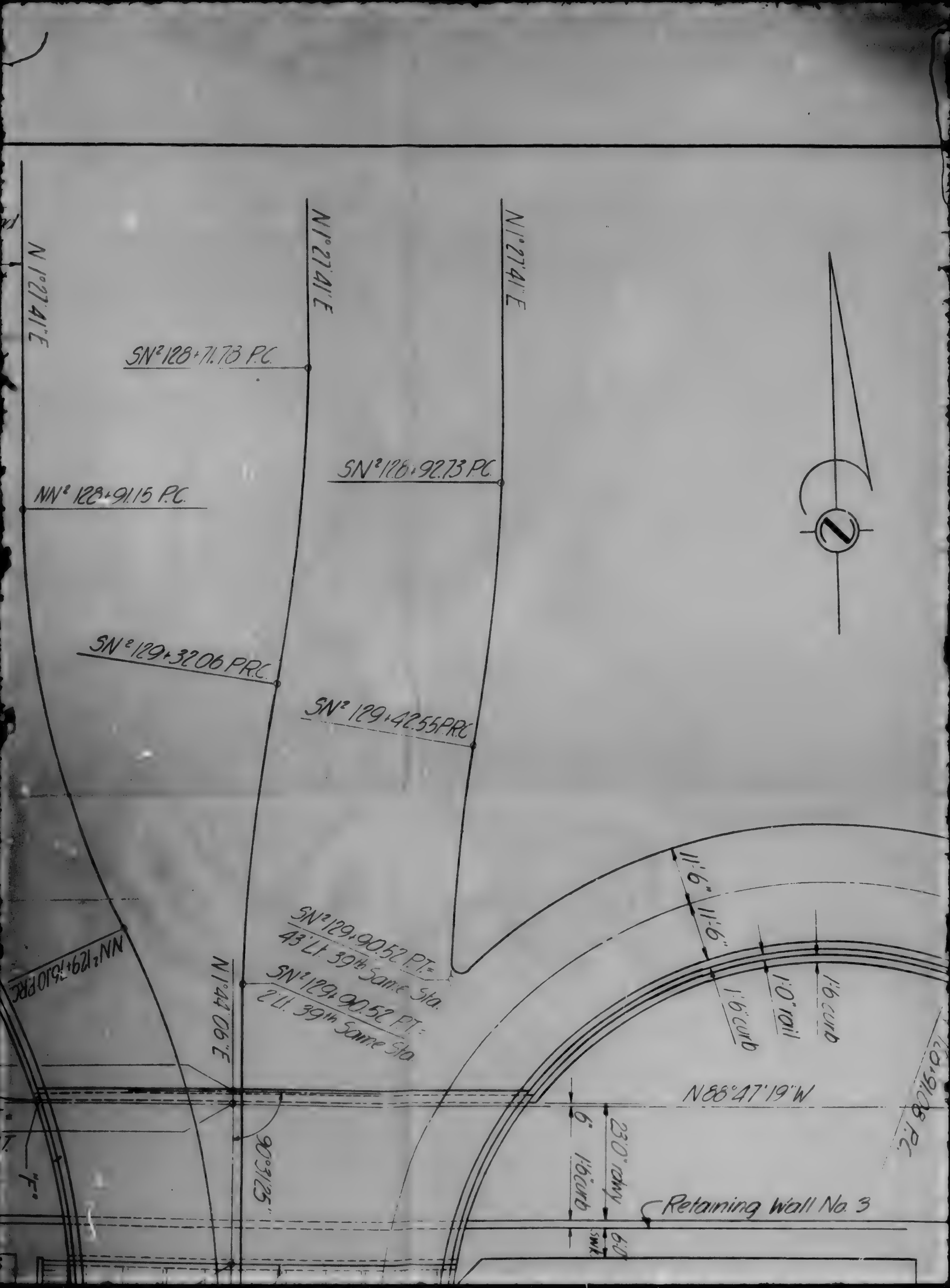
G.S. Paxson

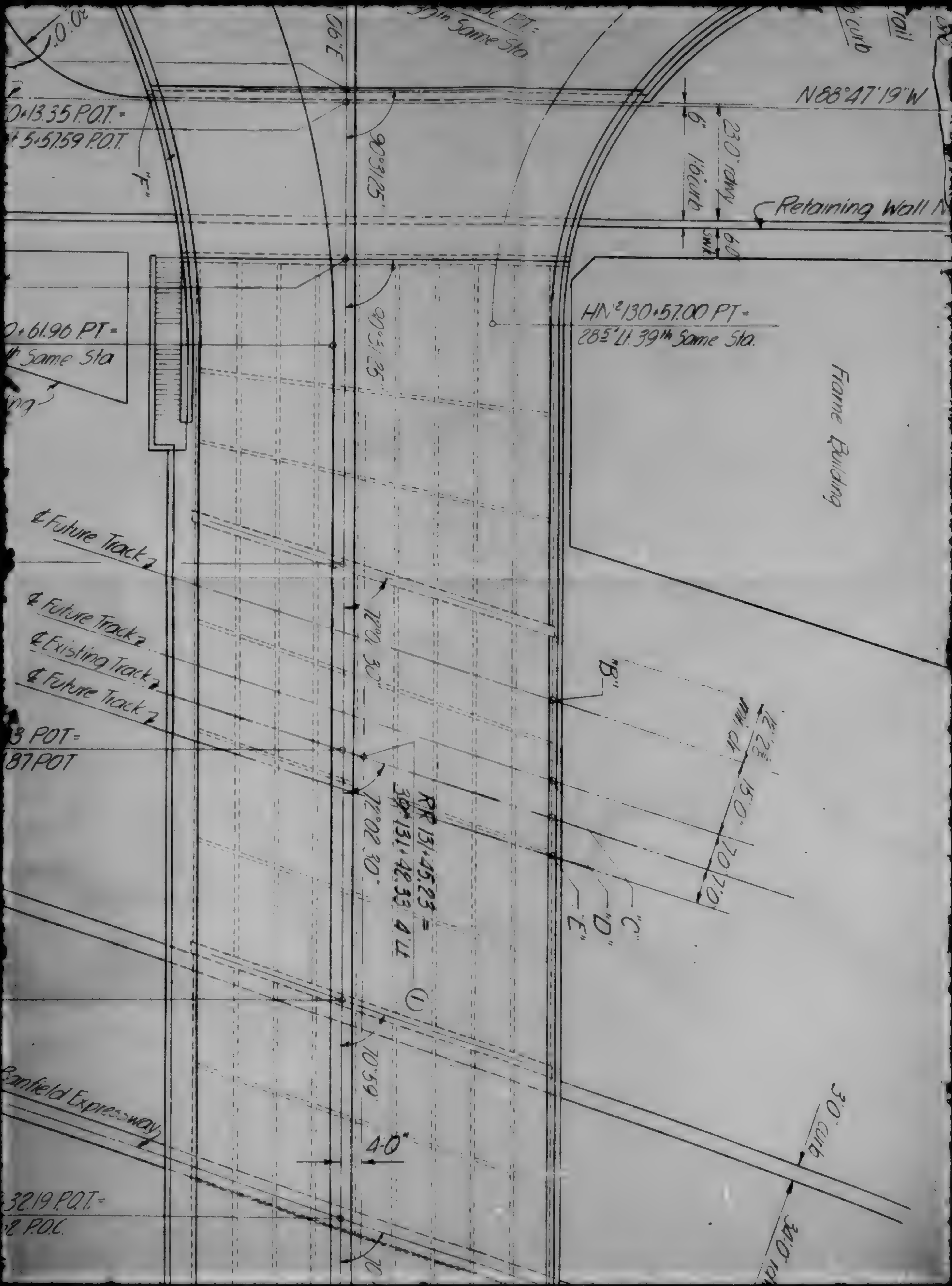
ASST. STATE HIGHWAY ENGINEER

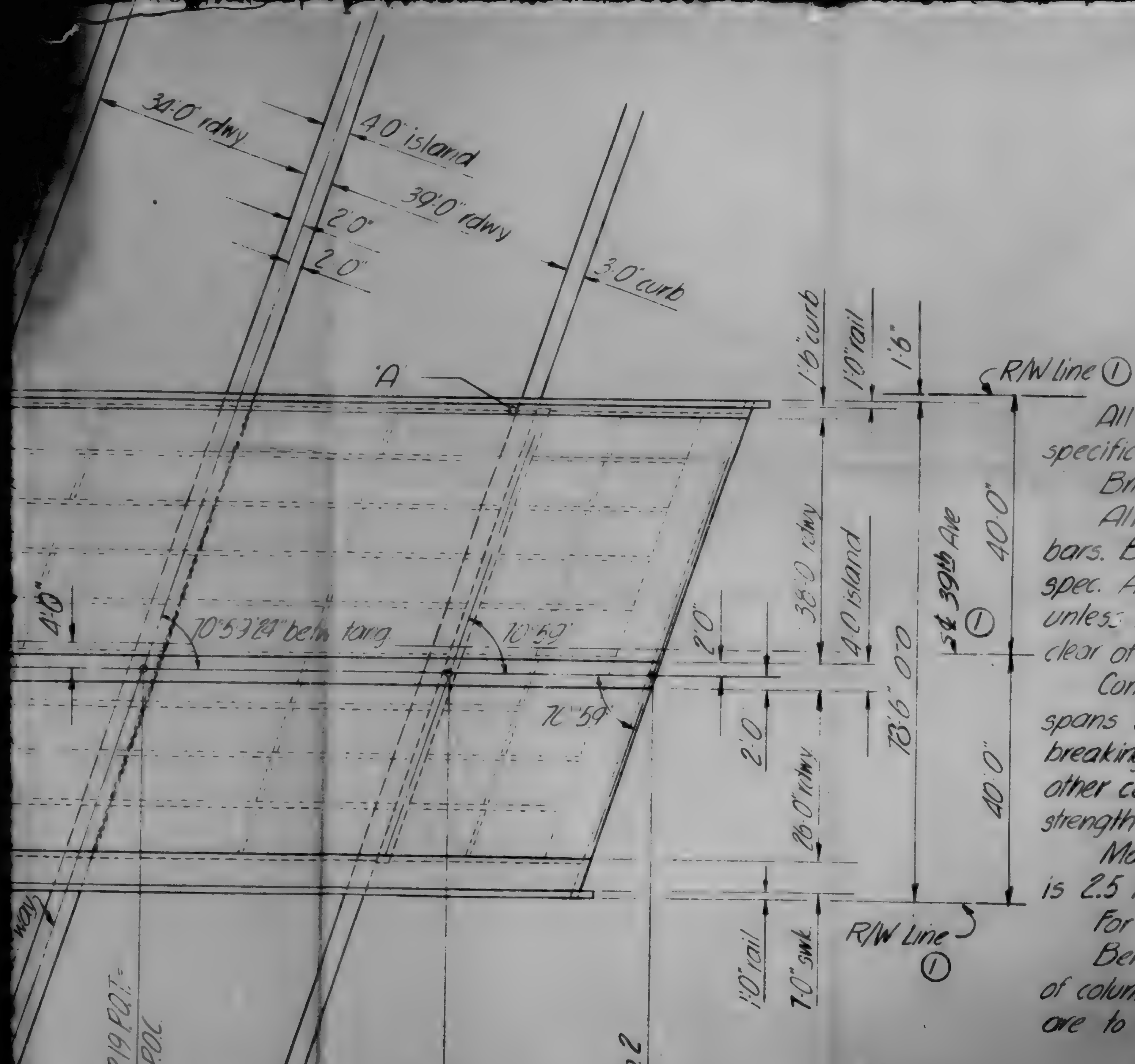
OREGON
STATE HIGHWAY COMMISSION
BANFIELD EXPRESSWAY UNDERCROSSING
OF
39th AVENUE


Bent 1
Bent 2
Bent 3
Bent
Span 1
59'-8¾" Span 2
85'-7⅜" Span 3
90'-4" Span 4
267'-3¾" 4 span continuous box girder
300'-10" c-c end abutments
130+44.35 ℄ Bent 1
NN² 130+61.96 PT =
2' Rt. 39th Same Sta
Frame Building
131+04.03 ℄ Bent 2
℄ Future Track
℄ Future Track
℄ Existing Track
℄ Future Track
39th 131+41.03 POT =
RR 163+64.87 POT
131+89.67 ℄ Bent 3
℄ Banfield Expressway
℄ 39th 132+32.19 P.O.T. =
L⁴ 132+48.62 P.O.C.
132+80.00 ℄ Bent 4
Existing ground line
Anticipated future ground line
Existing 39th Ave. grade line
"A"
Min. Clr.
15'-3¾"


NN² 128+32
Begin Step Island
4'-0" Step Island
26'-0"
N 1°27'41" E
NN² 128+55
Begin Wall
SN² 128+
1'-6" curb
1'-0" wall
1'-6" curb
NN² 128+91.15 P.C.
SN² 129+32.
PLAN
Scale 1"=20'-0"
WEST ELEVATIO
Scale 1"=20'-0"
℄ Retaining Wall No. 1
NN² 129+76.10 F.R.C.
R=30'-0"
130+10.79 ℄ Abut No 1
℄ NE Halsey St.
℄ 39th 130+13.35 P.O.T. =
℄ Halsey St. 5+57.59 P.O.T.
"F"
33'-6¾" Span
Abut No 1
Min. Clr.
14'-3"
"F"

N1°27'41"E
N1°27'41"E
N1°27'41"E
SN² 128+71.73 P.C.
SN² 128+92.73 P.C.
NN² 128+91.15 P.C.
SN² 129+32.06 P.R.C.
SN² 129+42.55 P.R.C.
NN² 129+15.10 P.R.C.
SN² 129+90.52 P.T.=
43' Lt. 39th Same Sta.
SN² 129+90.52 P.T.=
2' Lt. 39th Same Sta.
N1°40'06"E
90°31'25"
11'6"
11'6"
1'6" curb
1'0" rail
1'6" curb
N88°47'19"W
6'
1'6" curb
23'0" rdwy
6.0'
swk.
Retaining Wall No. 3
"F"
129+91.08 P.C.


0.0'
06'E
PT =
33m Same Sta.
0+13.35 P.O.T. =
5+57.59 P.O.T.
"F"
90°31'25"
N88°47'19"W
6'
23.0' rdwy
16' curb
Retaining Wall N
5 wk
6.0
0+61.96 PT =
Same Sta
ing
90°31'25"
HN² 130+57.00 PT =
28⁵ Lt. 39th Same Sta.
Frame Building
℄ Future Track
℄ Future Track
℄ Existing Track
℄ Future Track
72°0' 30"
"B"
12'-2¾"
min clr
15'0"
7.0'
7.0'
3 POT =
87 POT
72°02'30"
RR 131+45.23 =
3P 131+42.33 4' Lt
①
"C"
"D"
"E"
70°59'
Banfield Expressway
4'0"
3.0' curb
30.0' rdwy
32.19 P.O.T. =
2 P.O.C.
70


34'-0" rdwy
4'-0" island
39'-0" rdwy
2'-0"
2'-0"
3'-0" curb
1'-6" curb
1'-0" rail
1'-6"
R/W line ①
'A'
4'-0"
70°53'24" betw. tang.
70°59'
70°59'
2'-0"
2'-0
38'-0 rdwy
4'-0 island
26'-0" rdwy
73'-6" O-O
St. ℄ 39th Ave ①
40'-0"
40'-0"
R/W Line ①
1'-0" rail
7'-0" swk.
way
39th 132+32.19 P.O.T.=
132+48.62 P.O.C.
℄ Bent 4
℄ Abut. No. 2

GENERAL NOTES

All materials and workmanship shall confor
specifications of the Oregon State Highway

Bridge designed for H20-S16-44 loading

All reinforcing steel shall be intermediate
bars. Bars from #3 to #11 inclusive shall con
spec. A305 and shall be lapped 20 diam
unless noted or shown otherwise. All bars sh
clear of nearest face of concrete unless noted

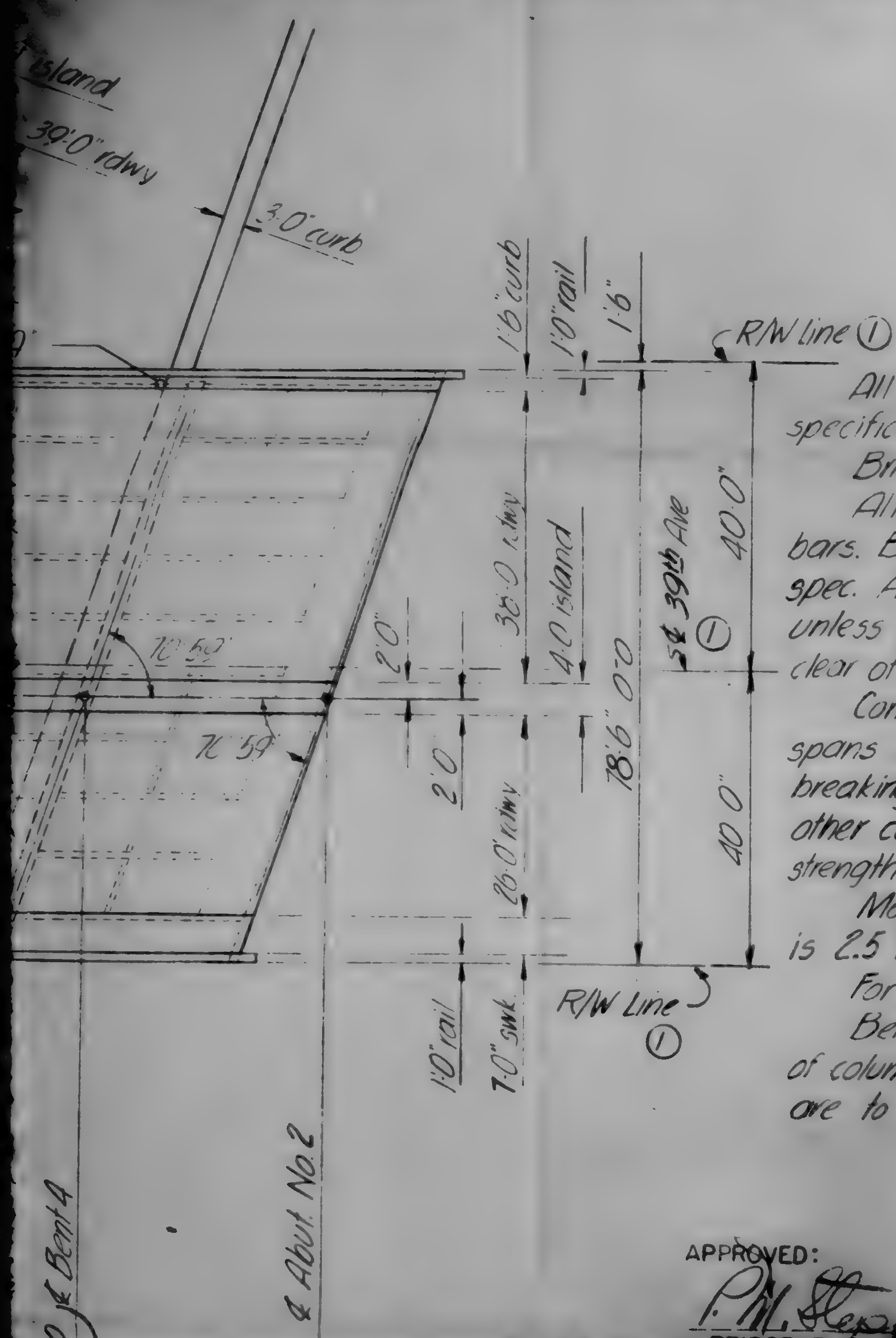
Concrete in slab of span 1 and in beams
spans 2 thru 5 shall be class "AA" and sh
breaking strength of 4500 psi in 28 days (
other concrete shall be class "A" and shall a
strength of 3300 psi in 28 days (f_c=1320 psi).

Max. allowable design pressure under
is 2.5 Tons per sq. ft.

For grade line profiles, see road dep't. sh

Bent footings are to be poured prior to fa
of column steel. Retaining wall footings and
are to be poured prior to fabrication of wa

APPROVED:


island
39'0" rdwy
3'0" curb
1'6" curb
1'0" rail
1'6"
R/W line ①
70°59'
70°59'
2'0"
2'0"
38'0 rdwy
4'0 island
78'6" O-O
26'0" rdwy
40'0"
40'0"
S℄ 39th Ave ①
R/W Line ①
1'0" rail
7'0" swk
00 ℄ Bent 4
32 ℄ Abut. No. 2

GENERAL NOTES

All materials and workmanship shall conform to the specifications of the Oregon State Highway Commission.

Bridge designed for H20-S16-44 loading.

All reinforcing steel shall be intermediate grade deformed bars. Bars from #3 to #11 inclusive shall conform to ASTM spec. A305 and shall be lapped 20 diam. at all splices unless noted or shown otherwise. All bars shall be placed 2" clear of nearest face of concrete unless noted or shown otherwise.

Concrete in slab of span 1 and in beams, deck, & batt. slab of spans 2 thru 5 shall be class "AA" and shall attain a breaking strength of 4500 psi in 28 days (f_c = 1800 psi). All other concrete shall be class "A" and shall attain a breaking strength of 3300 psi in 28 days (f_c = 1320 psi).

Max. allowable design pressure under footings is 2.5 Tons per sq. ft.

For grade line profiles, see road dep't. sheets 3 thru 6.

Bent footings are to be poured prior to fabrication of column steel. Retaining wall footings and abut. 1 footing are to be poured prior to fabrication of wall steel.

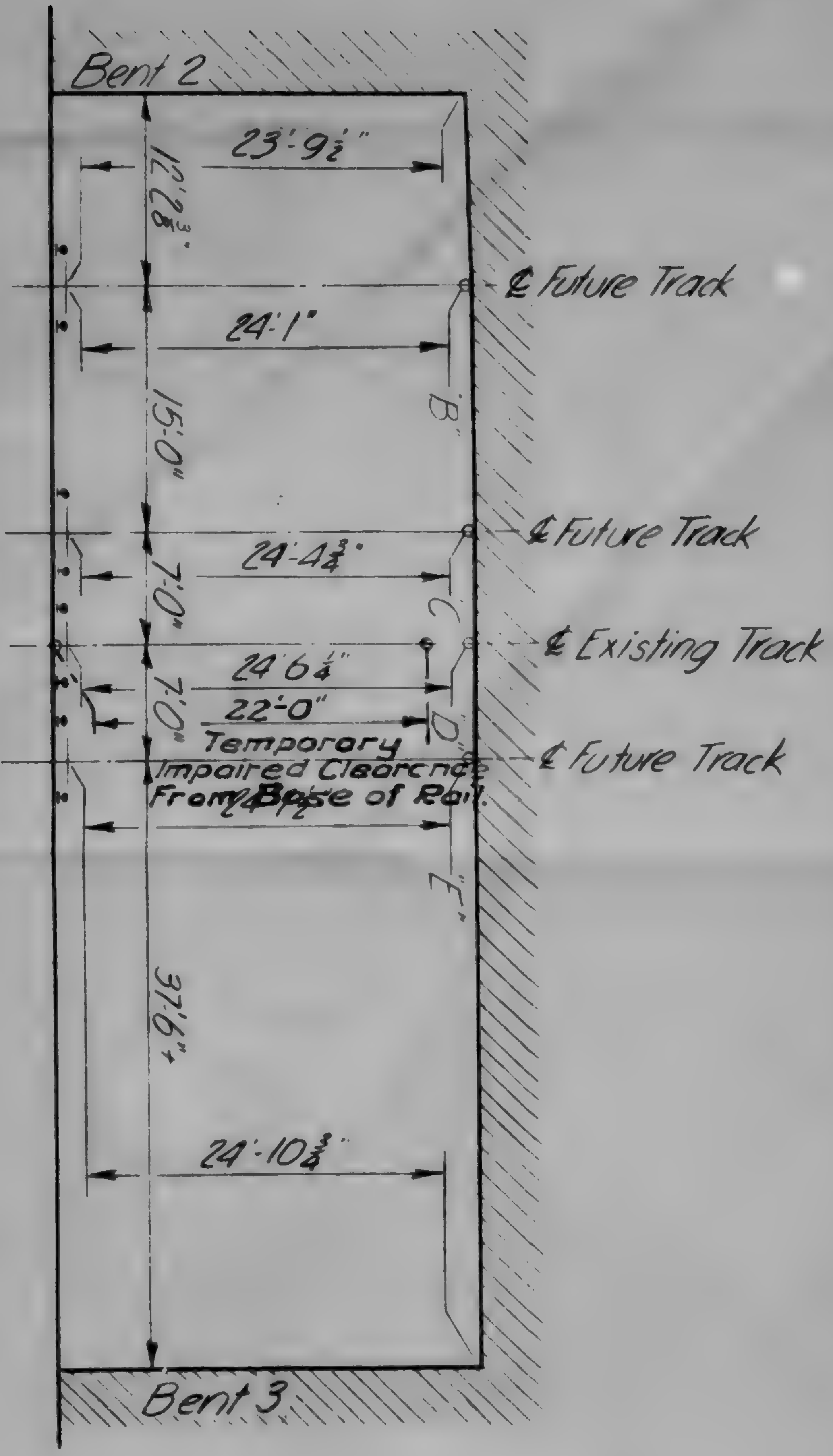
APPROVED:

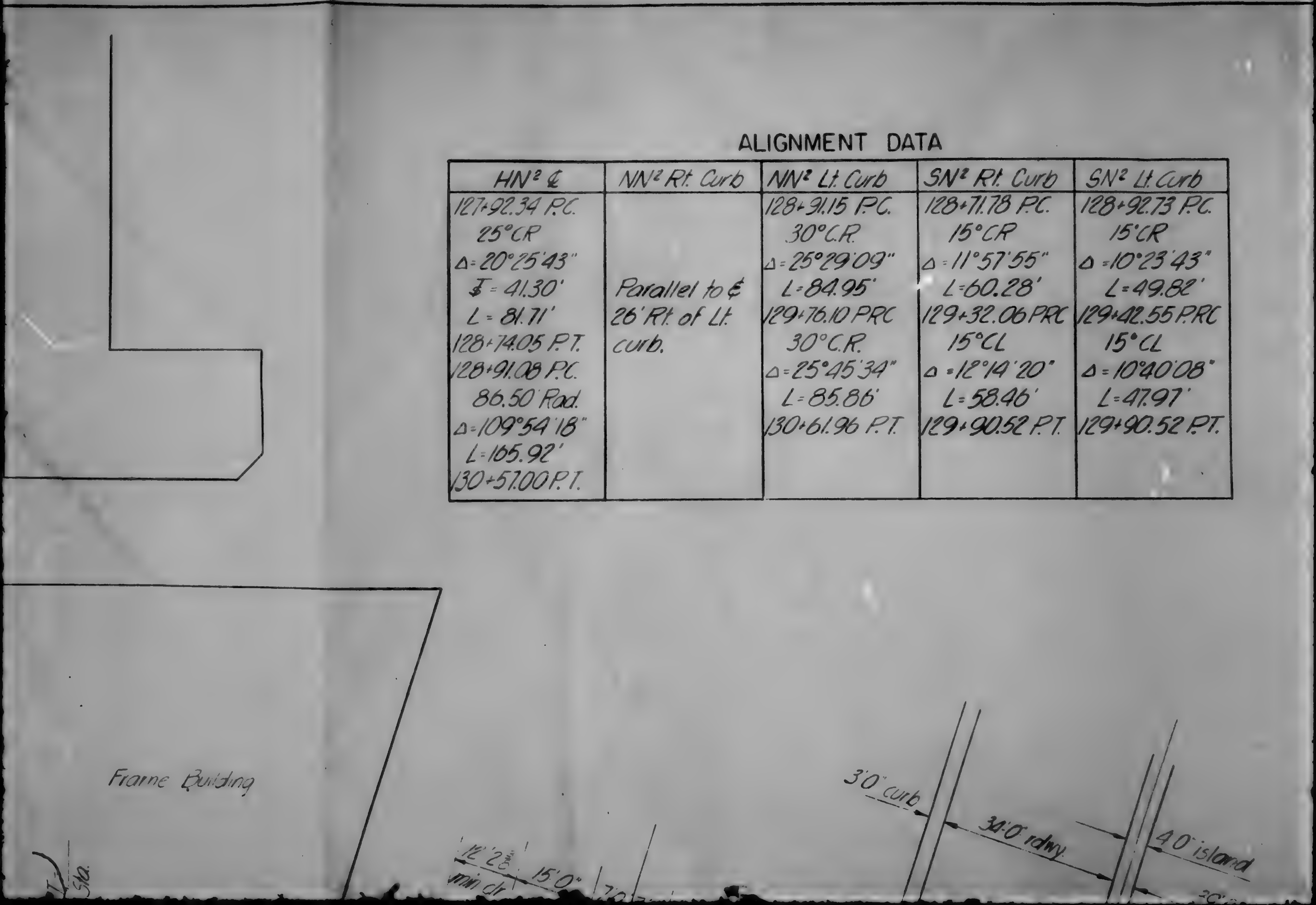
P.M. Stephenson

BRIDGE ENGINEER

RAILROAD CLEARANCE DIAGRAM

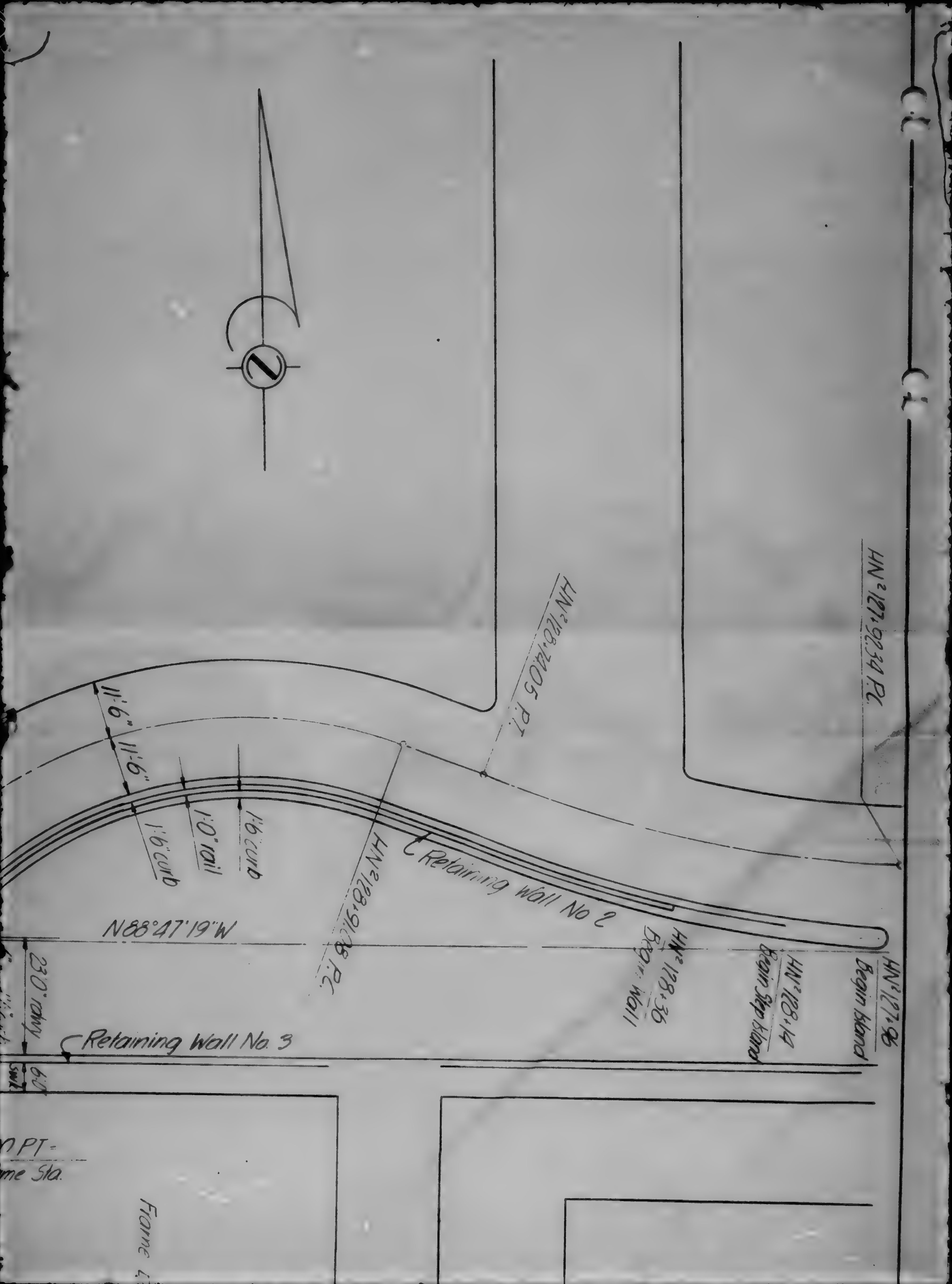
Not to Scale


Bent 2
23'-9½"
12'-2¾"
℄ Future Track
24'-1"
15'-0"
B
℄ Future Track
24'-4¾"
7'-0"
C
℄ Existing Track
24'-6¼"
22'-0"
7'-0"
D
Temporary Impaired Clearance From Base of Rail.
℄ Future Track
E
37'-6"±
24'-10¾"
Bent 3


Frame Building
3'0" curb
34'0" rdwy.
4'0" island
12'2 3/4"
min. cl.
15'0"
Sta.

ALIGNMENT DATA

HN² ℄	NN² Rt. Curb	NN² Lt. Curb	SN² Rt. Curb	SN² Lt. Curb
127+92.34 P.C. 25°CR Δ=20°25'43" T = 41.30' L = 81.71' 128+74.05 P.T. 128+91.08 P.C. 86.50' Rad. Δ=109°54'18" L=165.92' 130+57.00 P.T.	Parallel to ℄ 26' Rt. of Lt. curb.	128+91.15 P.C. 30°C.R. Δ=25°29'09" L=84.95' 129+76.10 PRC 30°C.R. Δ=25°45'34" L=85.86' 130+61.96 P.T.	128+71.78 P.C. 15°CR Δ=11°57'55" L=60.28' 129+32.06 PRC 15°CL Δ=12°14'20" L=58.46' 129+90.52 P.T.	128+92.73 P.C. 15°CR Δ=10°23'43" L=49.82' 129+42.55 PRC 15°CL Δ=10°40'08" L=47.97' 129+90.52 P.T.


N
HN^{2}127+92.34 P.C.
HN^{2}128+14.05 P.I.
11'6"
11'6"
11'6"
1'6" curb
1'0" rail
1'6" curb
℄ Retaining Wall No 2
HN^{2}128+91.08 P.C.
N88°47'19"W
HN^{2}128+36 Begin Wall
HN^{2}128+14 Begin Step Island
HN^{2}127+96 Begin Island
23.0' rdwy
℄ Retaining Wall No. 3
Swk
6.0'
PT =
me Sta.
Frame 4

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DEC 6 - 1955
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[illegible]

R

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 30, 1955

SUBJECT: 39th Avenue Overcrossing
Banfield Expressway
Multnomah County

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

L

NOTED
W. C. WILLIAMS

All rights of way on the above project have been acquired and as far as this department is concerned, the contract may be awarded.

Cannot award yet.
WCW.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

RECEIVED
DEC 2 1955
OFFICE OF
STATE HIGHWAY ENGINEER

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NOV 23 1955
FOR FILING

[illegible]
45 XX

November 22, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Herewith three duplicate copies of the agreement between the Union Pacific Railroad Company and the State covering the section of the Banfield Expressway between N. E. 42nd Avenue and Union Avenue. This agreement covers all road work on this section and the reconstruction of the city bridges across the Banfield Expressway and the railroad, except for the structure at 39th Avenue. A separate agreement is now being prepared for 39th Avenue.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attachments

cc Mr. P. M. Stephenson

NOTED
G. S. PAXSON

Salem, Oregon
November 22, 1955

Mr. P. M. Stephenson
Mr. Robert L. May
Mr. A. G. Skelton

Herewith a conformed copy of the agreement between the Union Pacific Railroad Company and the State covering the section of the Banfield Expressway from 42nd Avenue to Union Avenue in Portland. This is for your files.

G. S. Paxson

GSP:gm

Attach.

NOTED
G. S. PAXSON

Form 2552
2-55-100M

UNION PACIFIC RAILROAD COMPANY

RAILROAD COMPANIES
FILE No. 452

2525 North Larrabee Avenue
Portland 12, Oregon
November 11, 1955

D 9016-32-14

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Dear Sir:

Re: Willamette River 42nd Avenue
Section Banfield Expressway

Herewith for your records is fully executed counterpart of construction and easement agreement covering the captioned section of the Expressway.

In returning the document your attention is called to a correction in the title of page 13-1 of Schedule B. What was Exhibit B has been changed to Exhibit C.

Yours very truly,

E. F. Kidder
E. F. Kidder
Division Engineer

REFERRED TO
[illegible]
BY SECRETARY

Encl:

REFERRED TO
[illegible]
BY SECRETARY

REFERRED TO
W. Williams.
By State Highway Engineer

[illegible]

RECEIVED
JAN 18 1956
FOR FILING

41-303(11)

4544

CITY OF PORTLAND
OREGON

COPY

November 16, 1955

C
O
P
Y

Mr. H. B. Glaisyer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

The use of the terms "Expressway", Proposed Expressway", "Throughway", and "Proposed Throughway" was noted in the original draft of the agreement submitted by the State. It was assumed that the terminology used in all instances referred to the T. H. Banfield Expressway and that said Expressway was being established as a throughway as the term is defined in the agreement.

I trust that there will be no misunderstanding on the matter since we concur with the Commission's interpretation of the terms used.

Very truly yours,

WM. A. Bowes.

Commissioner of Public Works

chv

RECEIVED
SEP 30 1955
FOR FILING

121 323 [illegible]
4577

B

Salem, Oregon
September 30, 1955

Mr. L. H. Young

I am returning the file on the right-of-way purchase at the northeast corner of Halsey Street and 40th Avenue. This additional right of way comes about because of a change in our plans for the ramp connecting 39th Avenue to Halsey Street, which change was made after the agreement was entered into with the City.

In view of this fact, it would appear that this is not right of way which was intended to be purchased by the City, and the State should assume the cost of the right of way.

G. S. Paxson

Encl.
GSP:gm

cc Mr. W. C. Williams

NOTED
G. S. PAXSON

B

RECEIVED
JAN 18 1956
FOR FILING

FORM E-30 25M 9-51 52316

111-333(a)

4588

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 2, 1955

PLEASE RETURN TO
W. C. WILLIAMS

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Attached hereto please find eight forms of a proposed agreement to be entered into between the State Highway Commission and the City of Portland concerning the N.E. 39th Avenue-N.E. Halsey Street viaduct.

This form of agreement is identical with the drafts submitted by the City of Portland with the exception that a minor change has been made to paragraph 4 under "Things To Be Done By State" for the purpose of clarification only, and the provision requiring the State to furnish liability insurance for the protection of the City of Portland has been deleted. This provision was inserted by the City of Portland, however in a discussion with the City Attorney's office, during which I explained that insurance is not furnished for the protection of the State, it was agreed that the provision could be deleted.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Robert L. May Jr.
ROBERT L. MAY, JR.
Assistant Counsel

RLM:jv

Attachments - 8

ASSIGNMENT

Date: Sept. 2, 1955 No. 6064 By lcw

Description: Letter of Sept. 2 by Robert L. May attaching 8 copies of proposed agreement between State and City of Portland on NE 39th Avenue-NE Halsey Street viaduct.

Acknowledged by_____ Referred to Cattrall ✓

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
__Return with rough draft of reply
__Prepare reply for signature of Mr.________
__Contact correspondent and report

Remarks: Please obtain City execution.

WCW

PLEASE RETURN TO
W. C. WILLIAMS

✓

Executed__________Report Received____________

---

mber 1, 1955

sion

more's letter of August 25 concerning the
tension in the city of Portland as an ex-
of both the States of Oregon and Washing-
interference that a proposed bridge at
ation would be to the Portland Airport. We
addressed to Mr. V. A. Matson of your De-
rt of Portland having reference to this same

mitted both by Paul McKay and the airport
o bridge can be constructed at or near 33rd
Avenue without serious interference to the Portland Airport runways, and, of course, this Department does not wish to interfere with the operations and/or development of the Port of Portland. It would appear that, at such time as it is necessary to build an additional structure across the Columbia River near this location, three alternates are available. One would be to divert the routing around the easterly edge of the airport, with the bridge in the vicinity of 82nd Avenue. Another alternate—and seemingly more desirable—would be routing the proposed highway a considerable distance to the west, perhaps within one-half mile of the existing Vancouver bridge. A third alternate would be construction of twin tubes beneath the Columbia River. The latter would be very expensive, costing roughly at the present time from three to four times the cost of a high-level bridge, and it probably could be considered only as a last resort. At this time it is my opinion that no definite decision can be made and that we will have to further consider the matter as to a definite location at such time as immediate construction of a new bridge becomes necessary. In any event, a solution is possible, and I recommend we hold to this general alternate location to US99 as the time will come when it will be absolutely necessary.

In order that the Port of Portland may be advised of our thinking in this matter, I am sending a copy of this letter to Mr. John J. Winn, Jr., General Manager of the Port of Portland.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me lg

cc Mr. John J. Winn, Jr.
Mr. W. C. Williams

RECEIVED
SEP 3 - 1955
FOR FILING

[illegible]

September 1, 1955

Mr. W. A. Bugge
Director of Highways
Washington State Highway Commission
Transportation Building
Olympia, Washington

Dear Mr. Bugge:

Reference is to Mr. Dinsmore's letter of August 25 concerning the inclusion of the 39th Street extension in the city of Portland as an extension to the interstate system of both the States of Oregon and Washington. Mr. Dinsmore set forth the interference that a proposed bridge at the approximate 33rd Street location would be to the Portland Airport. We had also had a copy of a letter addressed to Mr. V. A. Matson of your Department at Vancouver by the Port of Portland having reference to this same matter.

In studying the data submitted both by Paul McKay and the airport officials, it is apparent that no bridge can be constructed at or near 33rd Avenue without serious interference to the Portland Airport runways, and, of course, this Department does not wish to interfere with the operations and/or development of the Port of Portland. It would appear that, at such time as it is necessary to build an additional structure across the Columbia River near this location, three alternates are available. One would be to divert the routing around the easterly edge of the airport, with the bridge in the vicinity of 82nd Avenue. Another alternate—and seemingly more desirable—would be routing the proposed highway a considerable distance to the west, perhaps within one-half mile of the existing Vancouver bridge. A third alternate would be construction of twin tubes beneath the Columbia River. The latter would be very expensive, costing roughly at the present time from three to four times the cost of a high-level bridge, and it probably could be considered only as a last resort. At this time it is my opinion that no definite decision can be made and that we will have to further consider the matter as to a definite location at such time as immediate construction of a new bridge becomes necessary. In any event, a solution is possible, and I recommend we hold to this general alternate location to US99 as the time will come when it will be absolutely necessary.

In order that the Port of Portland may be advised of our thinking in this matter, I am sending a copy of this letter to Mr. John J. Winn, Jr., General Manager of the Port of Portland.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me lg

cc Mr. John J. Winn, Jr.
Mr. W. C. Williams

STATE OF WASHINGTON
ARTHUR B. LANGLIE, GOVERNOR

COMMISSIONERS
R. A. MOISIO, CHAIRMAN
TACOMA
R. E. HENSEL, MEMBER
BREMERTON
E. C. HUNTLEY, MEMBER
COLFAX
H. E. MORGAN, MEMBER
LONGVIEW
OSCAR E. STONE, MEMBER
SPOKANE

1889

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
W. A. BUGGE, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

DISTRICT OFFICES
NO. 1 SEATTLE 4
430 SPOKANE ST.
NO. 2 WENATCHEE
P. O. BOX 96
NO. 3 OLYMPIA
P. O. BOX 327
NO. 4 VANCOUVER
4200 MAIN STREET
NO. 5 YAKIMA
P. O. BOX 52
NO. 6 SPOKANE 21
N. 2820 MAYFAIR ST.

August 25, 1955

W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon Highway Commission
Salem, Oregon

PSH 1, U.S. 99
Extension of Interstate Route

Dear Mr. Baldock:

Following the application of this department for the inclusion of 39th Street Extension in the City of Portland as an extension to the Interstate System of the State of Washington, an examination of the city was made by Mr. Dixon, District Engineer of the Bureau of Public Roads for the State of Washington.

At the time of the investigation, Mr. Dixon requested that Mr. McKay furnish any information available in connection with studies of this crossing. Following this request, Mr. McKay undertook an investigation and reported as follows:

"In response to this request from the Bureau of Public Roads officials we have made some recent investigation and in connection therewith we have come across an apparent conflict between the proposed 39th Avenue bridge across the Columbia River and the Portland International Airport. A master plan furnished to us by Mr. John J. Winn, Jr., Port of Portland, P. O. Box 4099, Portland 8, Oregon (Swan Island), covering the development of the Portland International Airport, shows a 3,000' westerly extension of runway 10-28 at an early date, together with the construction of a parallel runway to the north in the near future. Mr. Winn advised us that the bridge in the vicinity of N. E. 33rd is a matter of great concern to the port since the west approach to runway 10-28 and the parallel runway would be jeopardized and such a bridge would preclude the proposed extension of runway 10-28. Both of these proposed projects, in addition to the existing runway, 11-29, would be seriously restricted by construction of a high level bridge. A low level structure with a drawspan would restrict not only the existing runway 11-29 but also the future parallel runway. The runway approach zone is based on a fan 1,000 feet wide 200 feet from the end of the runway flaring out to a width of 4,000 feet at a distance of two miles from the end of the runway. A slope of 1:50 (2%) for the glide angle was used to compute the elevation of the approach zone fan in the vicinity of the structure.

"Elevations of the bridge deck and superstructure as shown on the attached print are approximate and were obtained from the preliminary bridge layout incorporated in 'Joint Investigation of an Interstate Bridge Across the Columbia River between Portland, Oregon and Vancouver, Washington' published in 1951 by the Oregon Highway Department and the Washington Department of Highways."

This route, as you will recall, was considered as Route No. 2 in the joint investigation of an interstate bridge across the Columbia River between Portland, Oregon, and Vancouver Vicinity, Washington, dated 1951.

A print of the proposed crossing prepared by Mr. McKay, dated August 16, 1955, is enclosed for your information.

It would seem that the proposed structure is in direct conflict with the anticipated extension of runways at the Portland International Airport.

This information is submitted that you may be fully advised as to the possibility of objections being raised by the Civil Aeronautics Administration and as to the desirability of considering other locations if it is thought advisable at the present time.

Yours very truly,

W. A. BUGGE
Director of Highways

By O. R. DINSMORE
Assistant Director

WAB:AC
ORD
Encl.
cc McKay
Stevens
Kenyon

RECEIVED
AUG 26 1955
OFFICE OF
STATE HIGHWAY ENGINEER

"Elevations of the bridge deck and superstructure as shown on the attached print are approximate and were obtained from the preliminary bridge layout incorporated in 'Joint Investigation of an Interstate Bridge Across the Columbia River between Portland, Oregon and Vancouver, Washington' published in 1951 by the Oregon Highway Department and the Washington Department of Highways."

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It would seem that the proposed structure is in direct conflict with the anticipated extension of runways at the Portland International Airport.

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Yours very truly,

W. A. BUGGE
Director of Highways

By O. R. DINSMORE
Assistant Director

WAB:AC
ORD
Encl.
cc McKay
Stevens
Kenyon

RECEIVED
AUG 26 1955
OFFICE OF
STATE HIGHWAY ENGINEER

THE PORT OF PORTLAND

August 16, 1955

Mr. V. A. Matson
Washington State Highway Department
4200 Main Street
Vancouver, Washington

Dear Sir:

This is in reply to your inquiry, by telephone August 16, 1955, concerned with the plans of The Port of Portland International Airport and your organization's plans for a bridge across the Columbia at N. E. 33rd Street.

Enclosed is a copy of the Master Plan which is the official plan of the Port Commission for Portland International Airport. Shown in red on the plan is a proposed 3,000 foot extension of Runway 10-28 which will be submitted to the Commission for approval in the near future.

Any plan for a bridge in the vicinity of N. E. 33rd is a matter of concern to the Port since the West approaches to runway 10-28 and the parallel runway would be jeopardized and such a bridge would preclude the proposed extension of runway 10-28.

We would appreciate an opportunity to meet with you to discuss this problem.

Very truly yours,

THE PORT OF PORTLAND

John

JOHN J. WINN, JR.,
General Manager

JTB/pb
cc: Oregon State Highway Commission
Enc.

[illegible]
M. Williams
By State Highway Engineer

Please see me about this.

RECEIVED
AUG 17 1955
[illegible]
STATE HIGHWAY COMMISSION

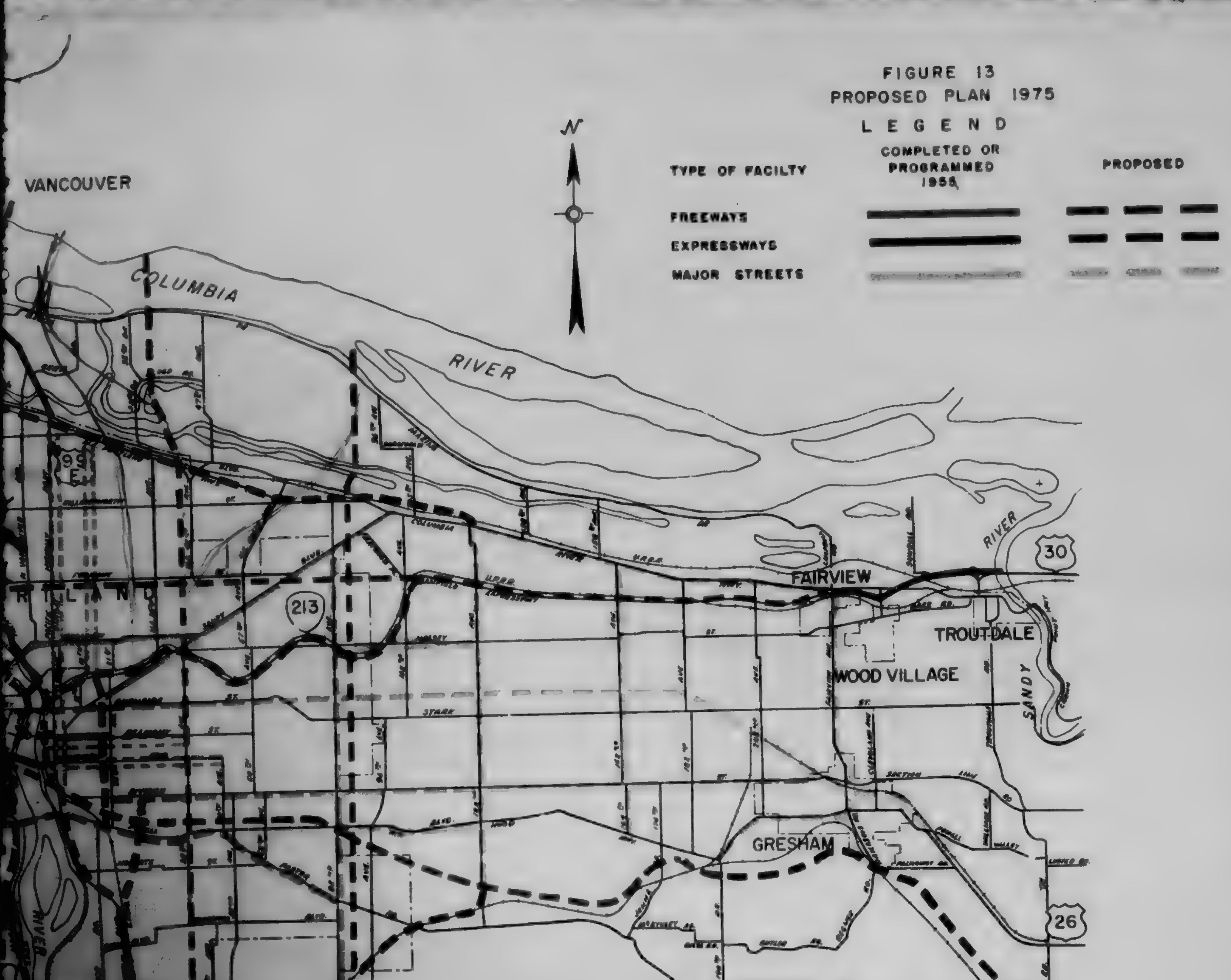
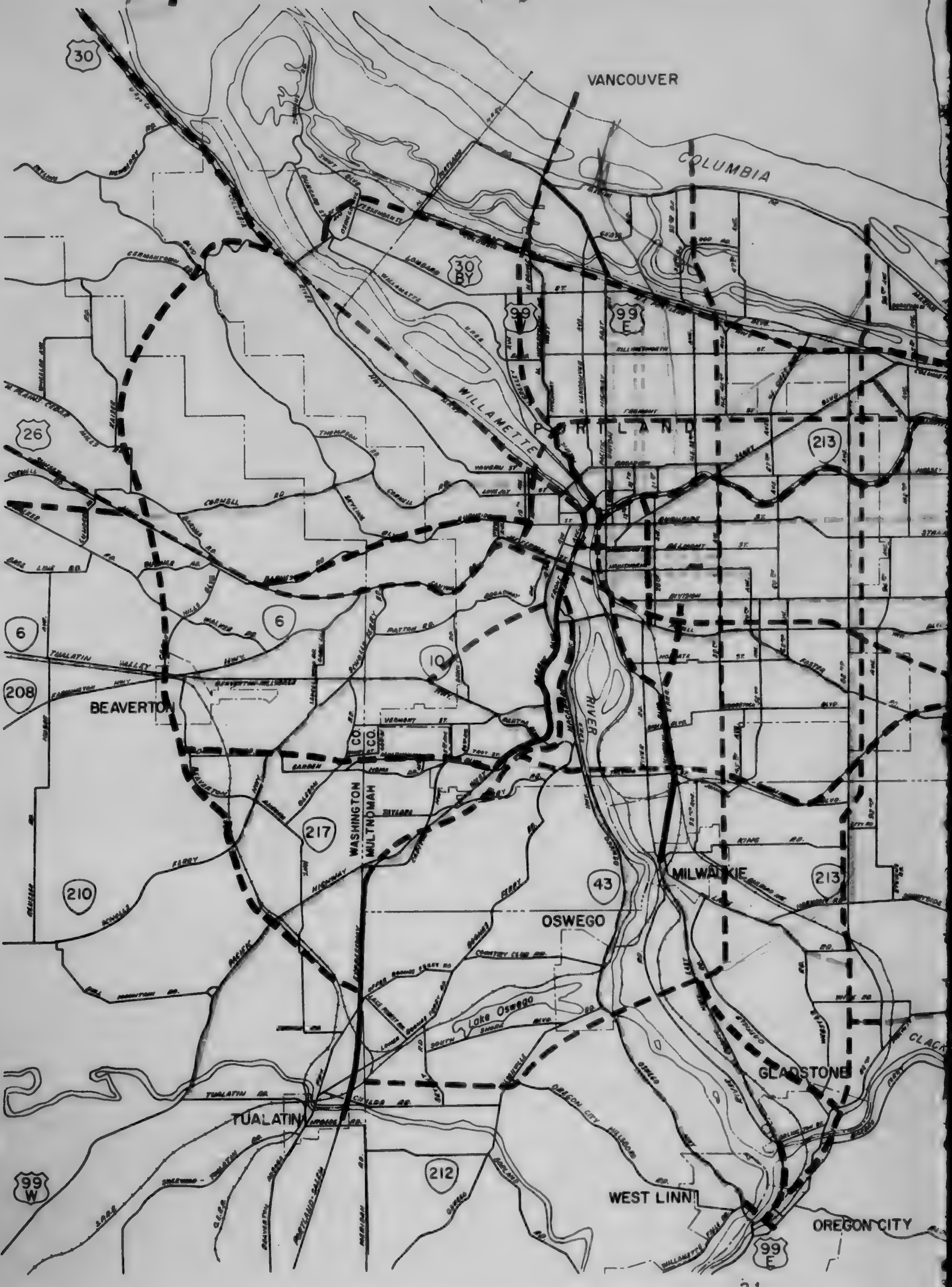
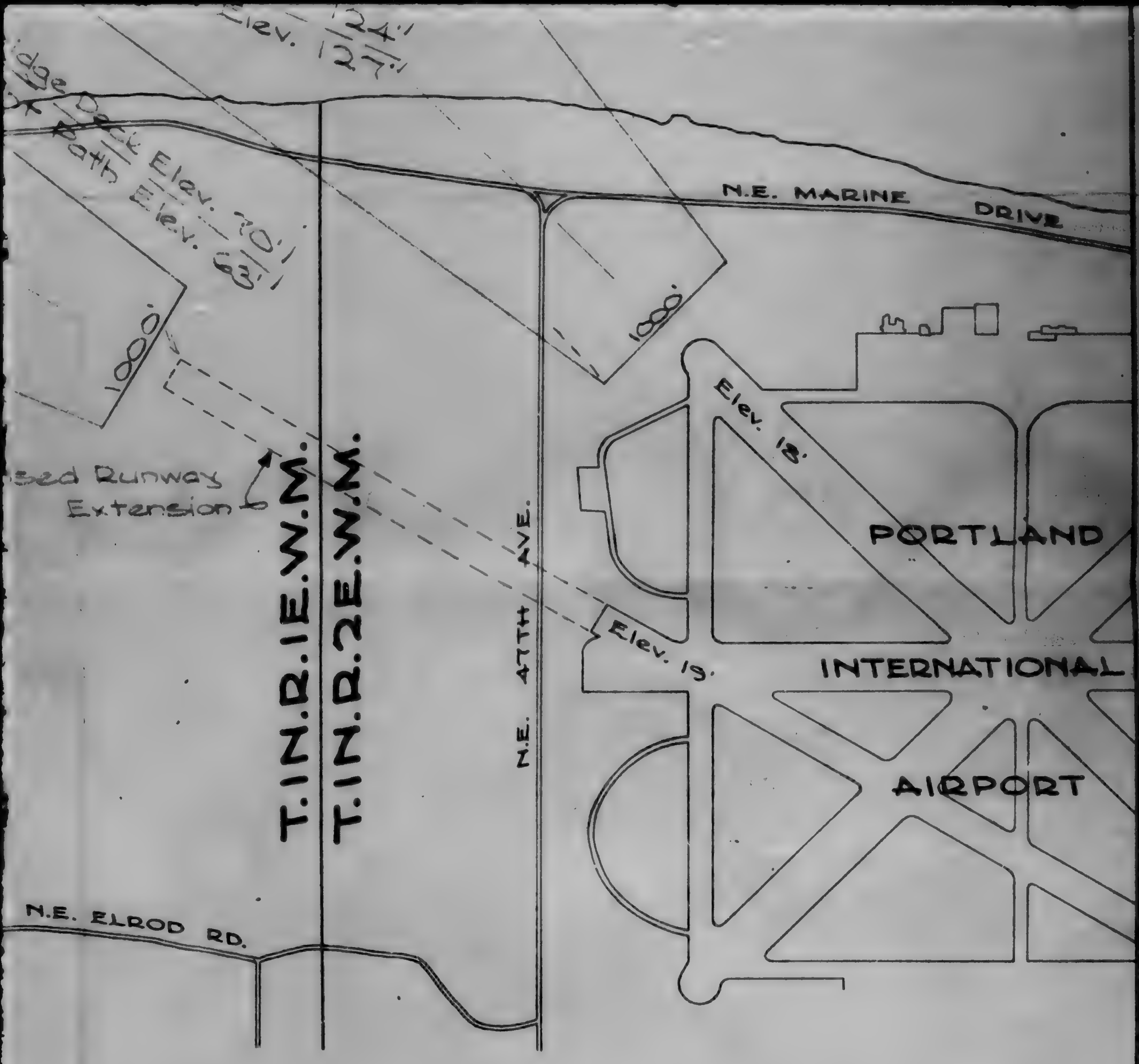


FIGURE 13
PROPOSED PLAN 1975

LEGEND
TYPE OF FACILTY
COMPLETED OR PROGRAMMED 1955
PROPOSED
FREEWAYS
EXPRESSWAYS
MAJOR STREETS
N
VANCOUVER
COLUMBIA
RIVER
99E
FAIRVIEW
30
RIVER
TROUTDALE
WOOD VILLAGE
SANDY
213
GRESHAM
26
MULTNOMAH CO.
CLACKAMAS CO.
RIVER
43
MILWAUKIE
213
WEGO
212
CLACKAMAS
RIVER
GLADSTONE
WEST LINN
OREGON CITY
99E


30
VANCOUVER
COLUMBIA
30 BY
99
99 E
WILLAMETTE
PORTLAND
26
213
6
6
10
208
BEAVERTON
RIVER
CO.
CO.
WASHINGTON
MULTNOMAH
217
MILWAUKIE
213
43
210
OSWEGO
Lake Oswego
GLADSTONE
CLACK
TUALATIN
99 W
212
WEST LINN
OREGON CITY
99 E


Elev. 124'
Elev. 127'
dge Deck Elev. 70'
Path Elev. 63'
N.E. MARINE DRIVE
1000'
1000'
sed Runway Extension
T.1N.R.1E.W.M.
T.1N.R.2E.W.M.
N.E. 47TH AVE.
Elev. 18'
Elev. 19'
PORTLAND
INTERNATIONAL
AIRPORT
N.E. ELROD RD.

P.S.H. NO. 1
ALTERNATE ROUTE THRO VANCOUVER
CLARK COUNTY

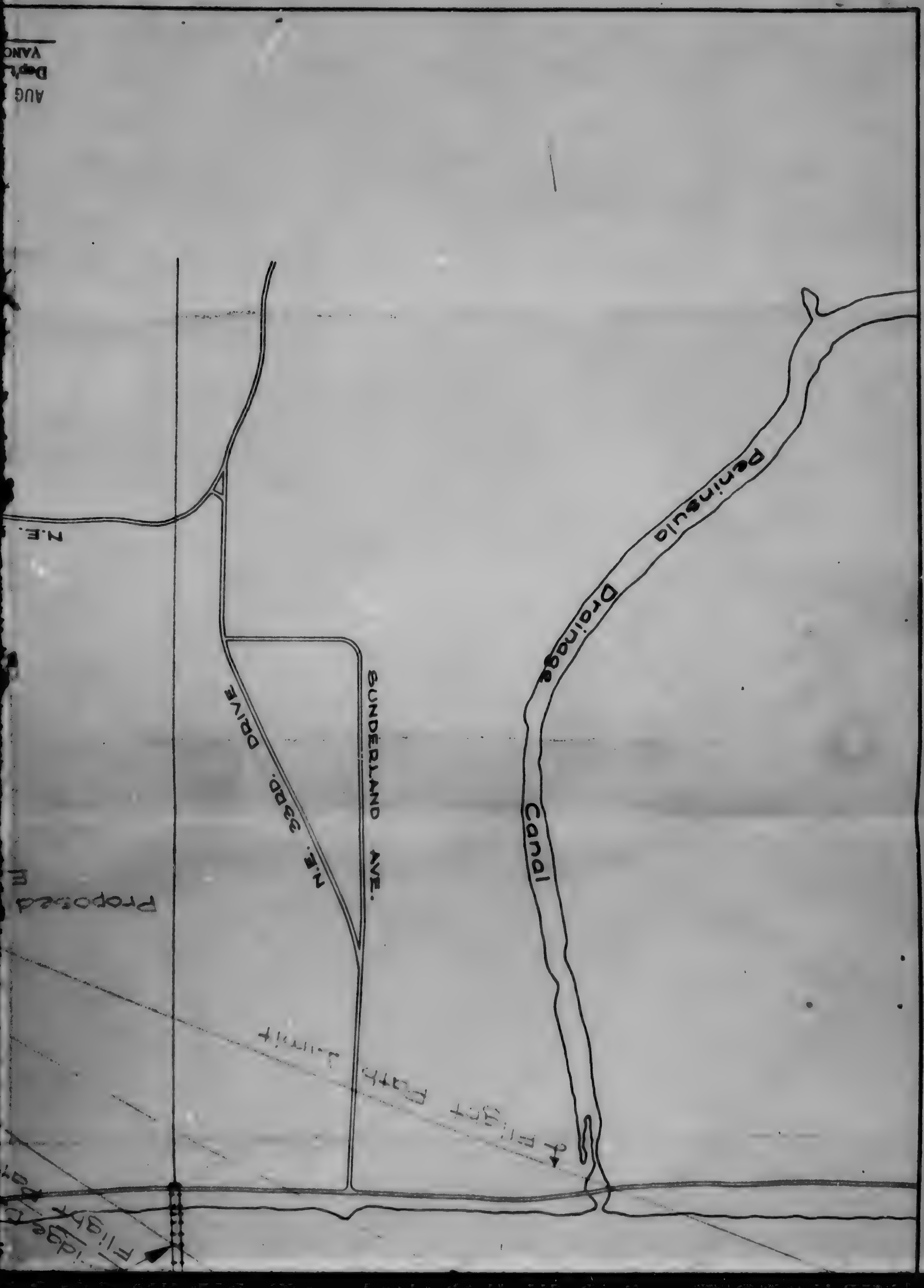
PROPOSED 39TH AVE. EXT. BRIDGE-
FLIGHT PATH RESTRICTION
OF PORTLAND INTERNATIONAL AIRPORT

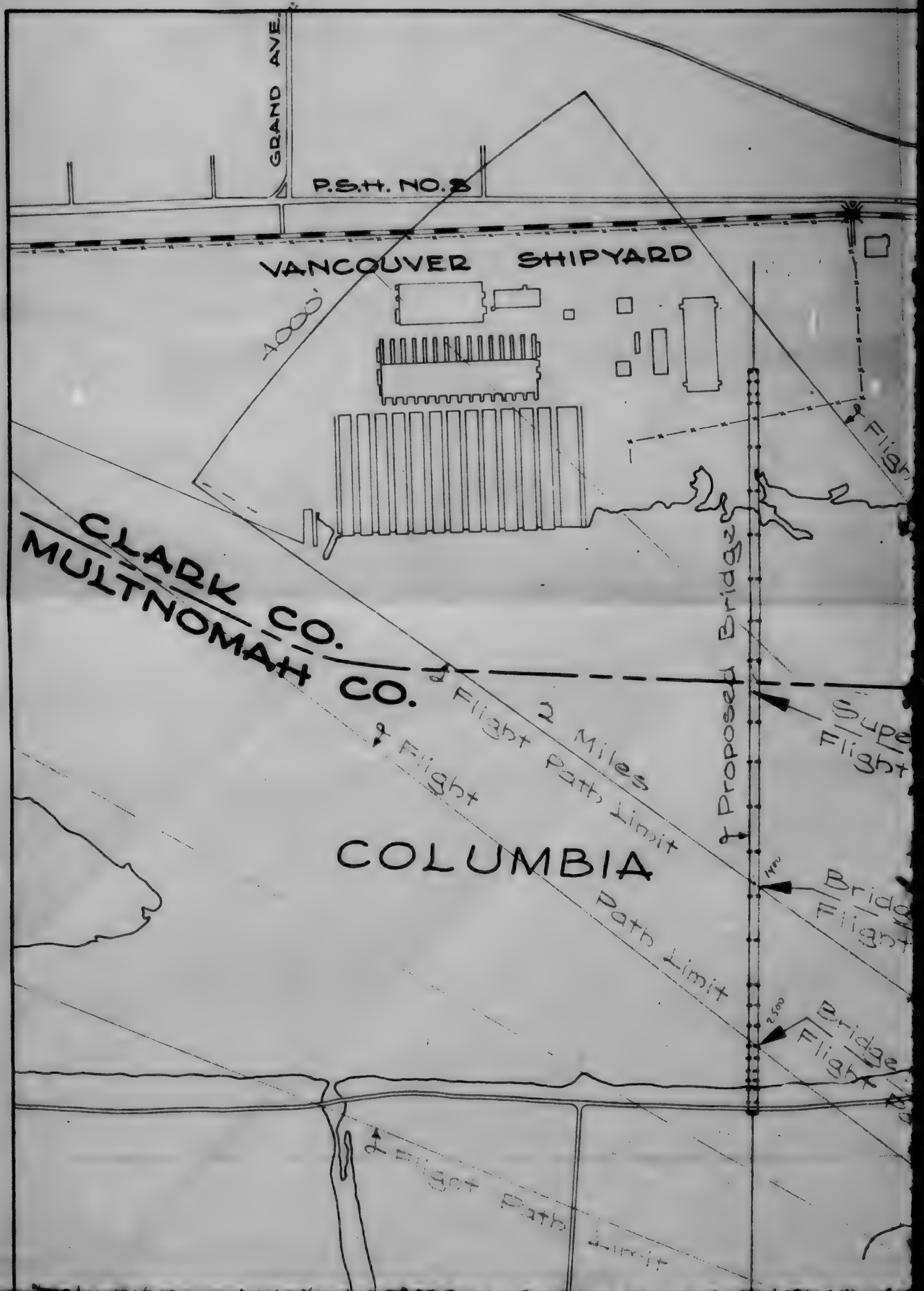
SCALE: 1" = 800'

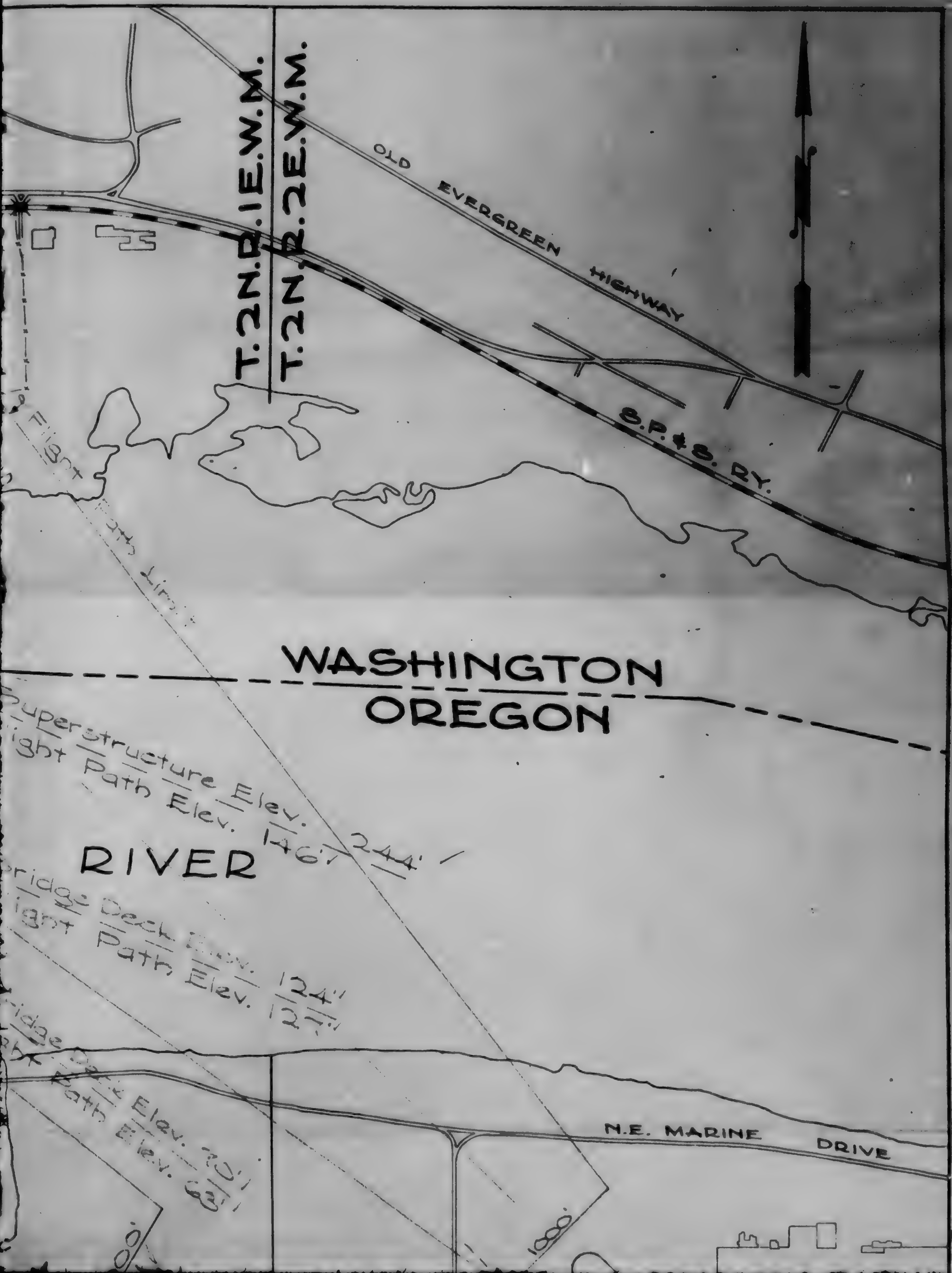
P. J. McKAY	E. E. NIELSON
DIST. ENGR.	DIST. LOC. ENGR.

AUGUST 16, 1955

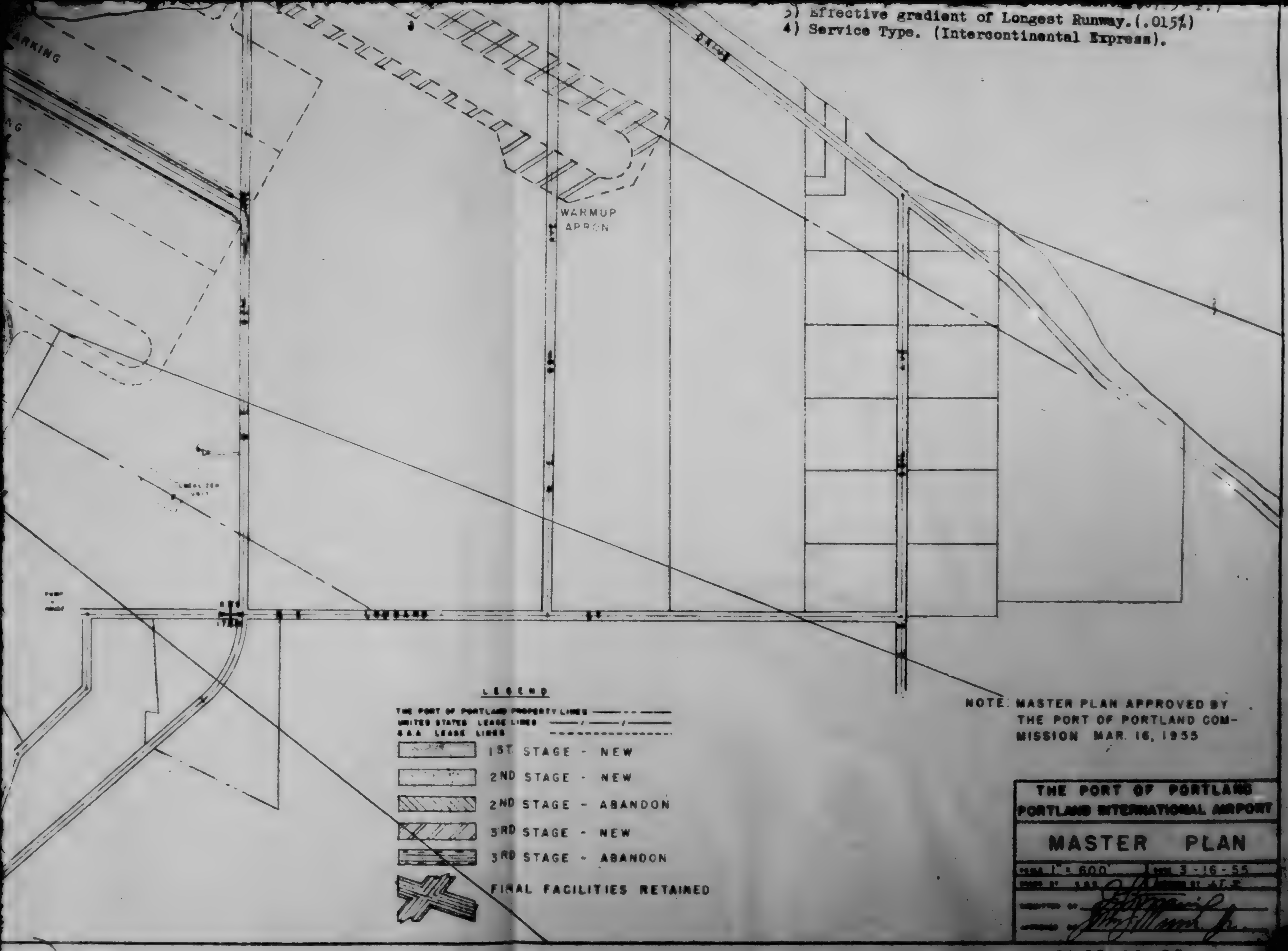
AUG 18 1955
Dep't. of Highways
VANCOUVER, WN.


AUG
Dep't
VANC
N.E.
Peninsula Drainage Canal
N.E. 33RD. DRIVE
SUNDERLAND AVE.
Proposed
Flight Path Limit
Flight Pat
idge


GRAND AVE.
P.S.H. NO. 8
VANCOUVER SHIPYARD
4000'
℄ Flight
CLARK CO.
MULTNOMAH CO.
℄ Flight Path Limit
2 Miles
℄ Flight Path Limit
Supe
Flight
℄ Proposed Bridge
COLUMBIA
1400
Bridg
Flight
2500
Bridge
Flight
℄ Flight Path Limit


T.2N.R.1E.W.M.
T.2N.R.2E.W.M.
OLD EVERGREEN HIGHWAY
S.P.&S. RY.
Flight Path Limit
WASHINGTON
OREGON
uperstructure Elev. 244'
ight Path Elev. 146'
RIVER
ridge Deck Elev. 124'
ight Path Elev. 127'
idge Deck Elev. 70'
ght Path Elev. 63'
N.E. MARINE DRIVE
1000'

3) Effective gradient of Longest Runway.(.015%)
4) Service Type. (Intercontinental Express).


ARKING
NG
WARMUP APRON
LOCALIZER UNIT
LEGEND
THE PORT OF PORTLAND PROPERTY LINES
UNITED STATES LEASE LINES
C.A.A. LEASE LINES
1ST STAGE - NEW
2ND STAGE - NEW
2ND STAGE - ABANDON
3RD STAGE - NEW
3RD STAGE - ABANDON
FINAL FACILITIES RETAINED

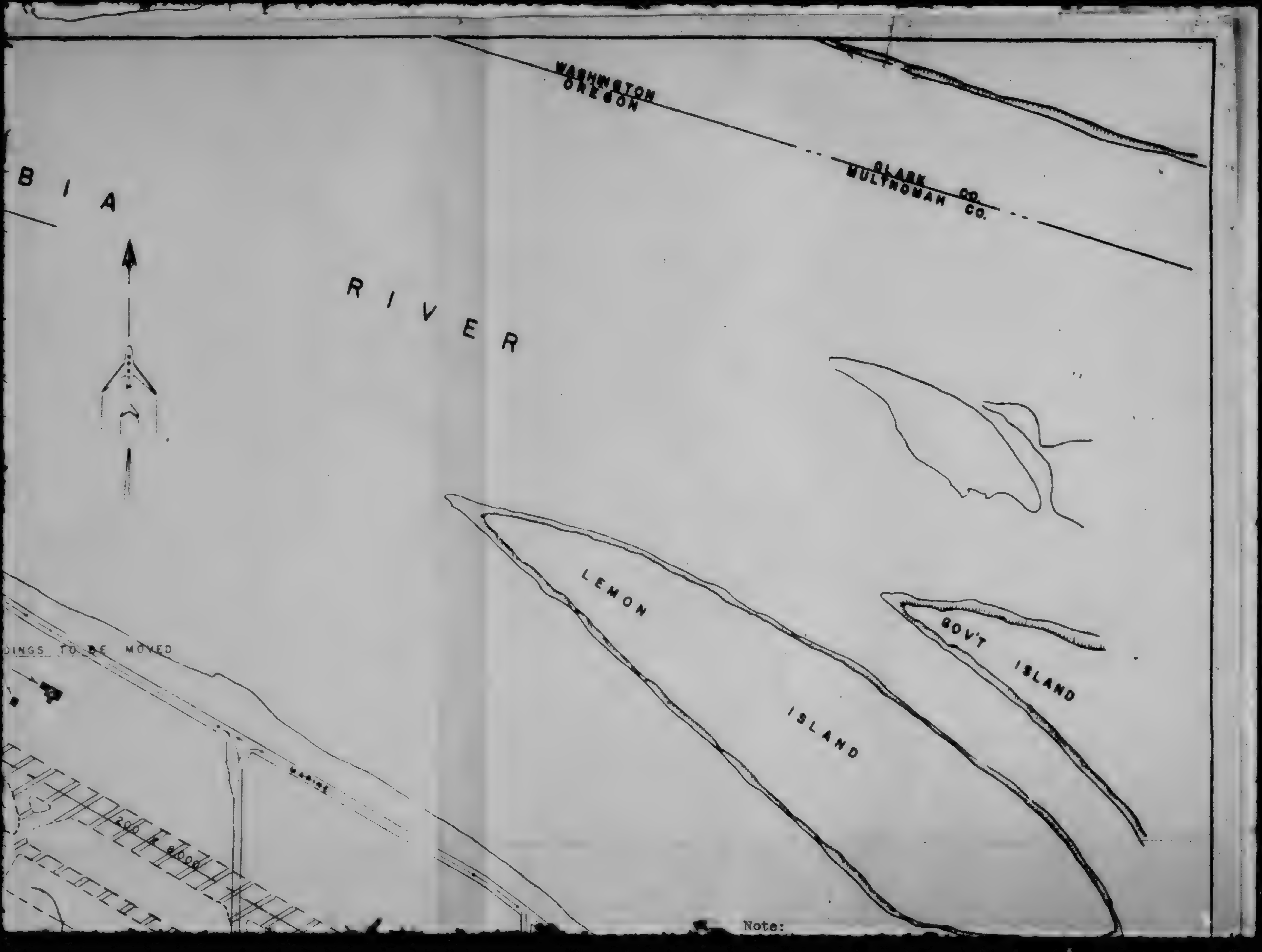
NOTE: MASTER PLAN APPROVED BY THE PORT OF PORTLAND COMMISSION MAR. 16, 1955

THE PORT OF PORTLAND
PORTLAND INTERNATIONAL AIRPORT

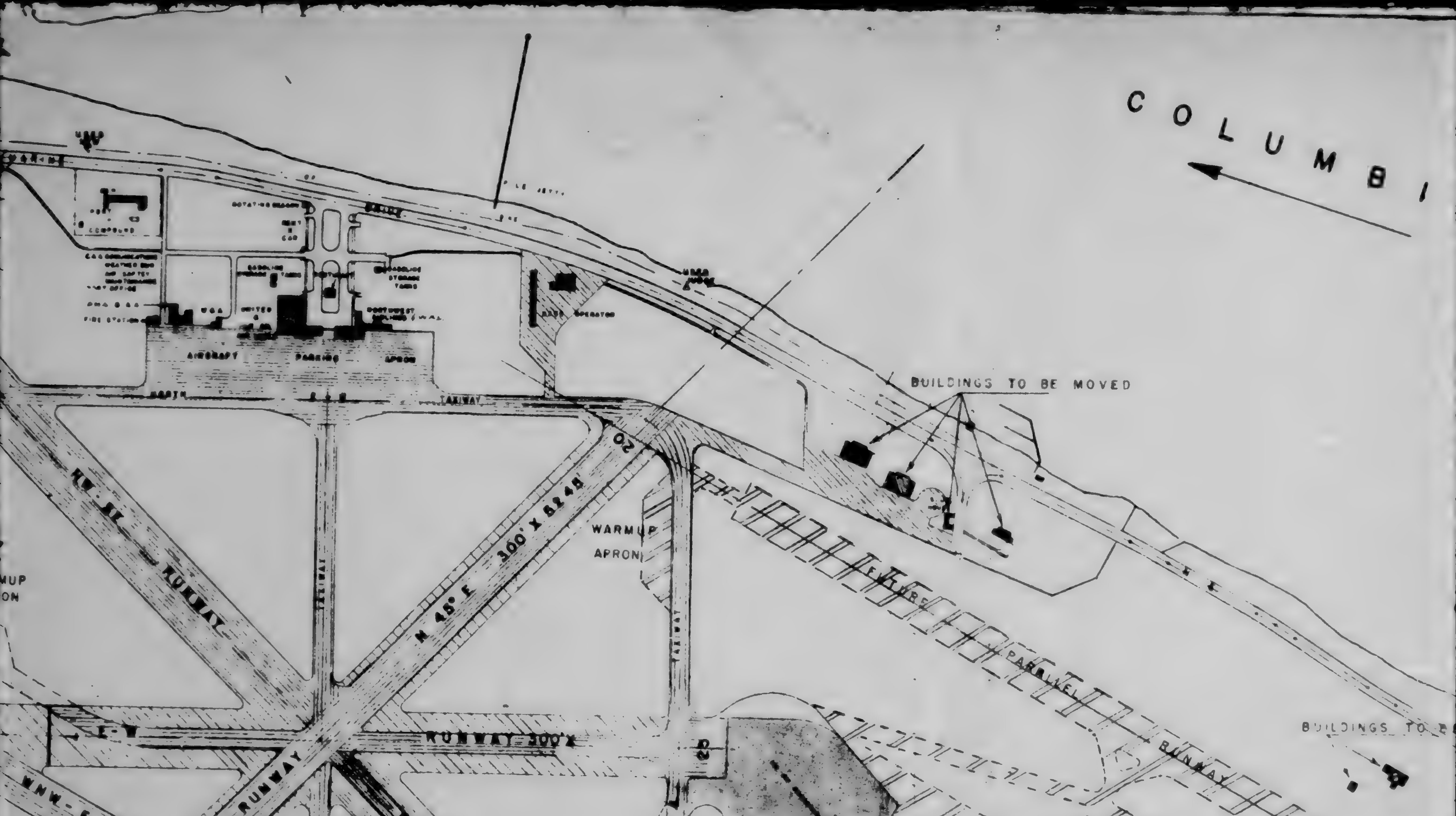
MASTER PLAN

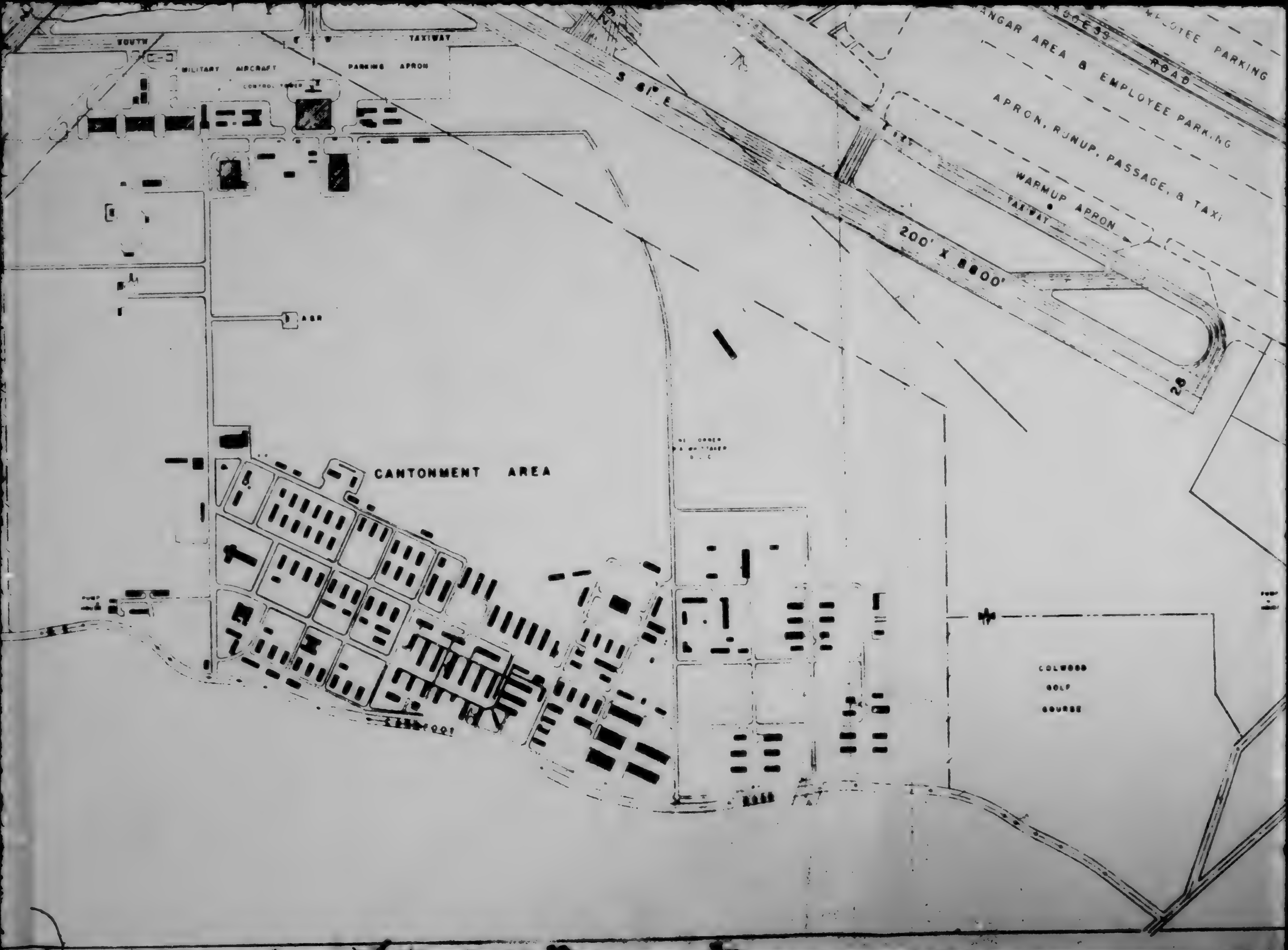
1" = 600' | 3-16-55
A.T.S.

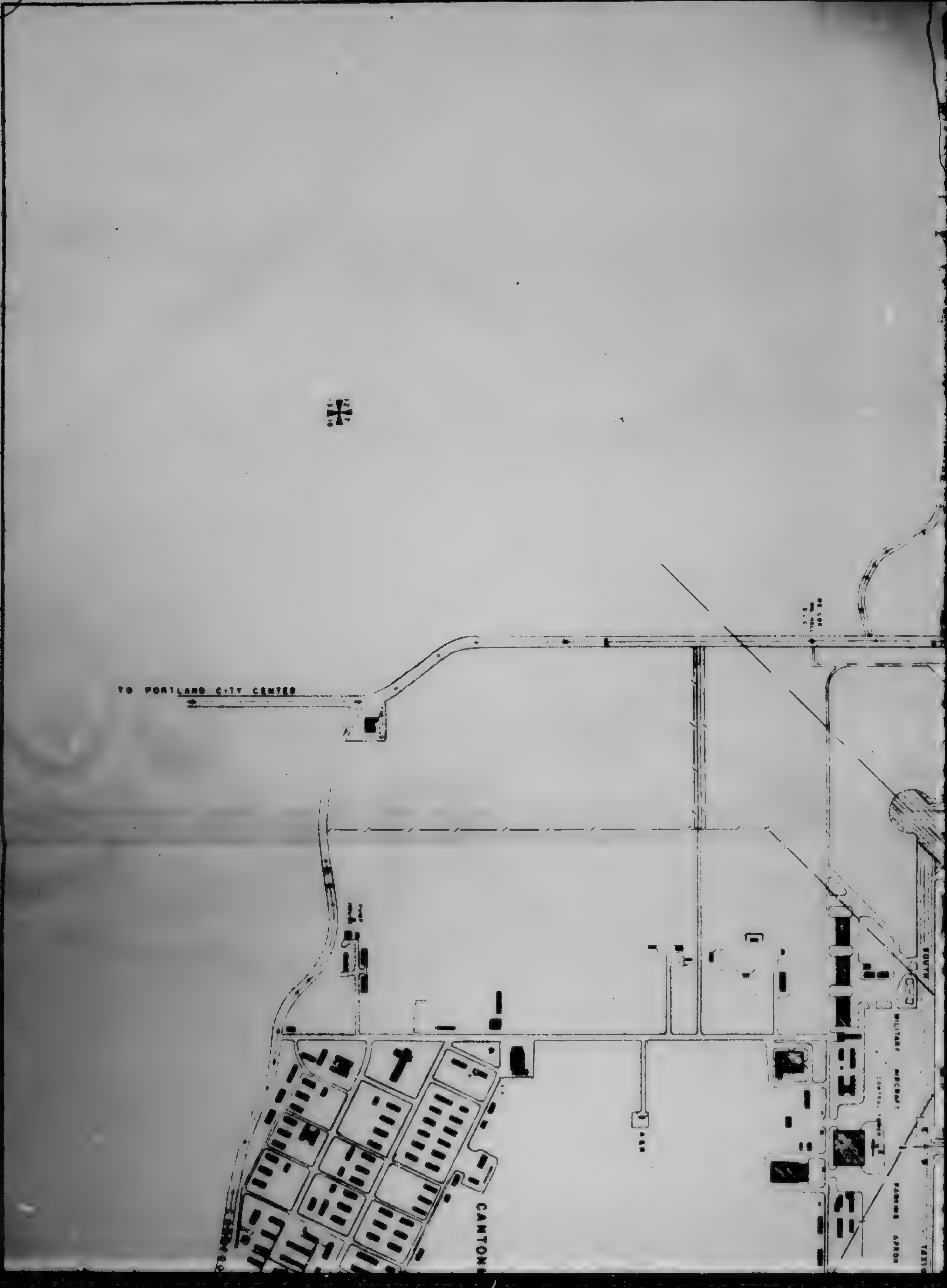
PA 53-26-86

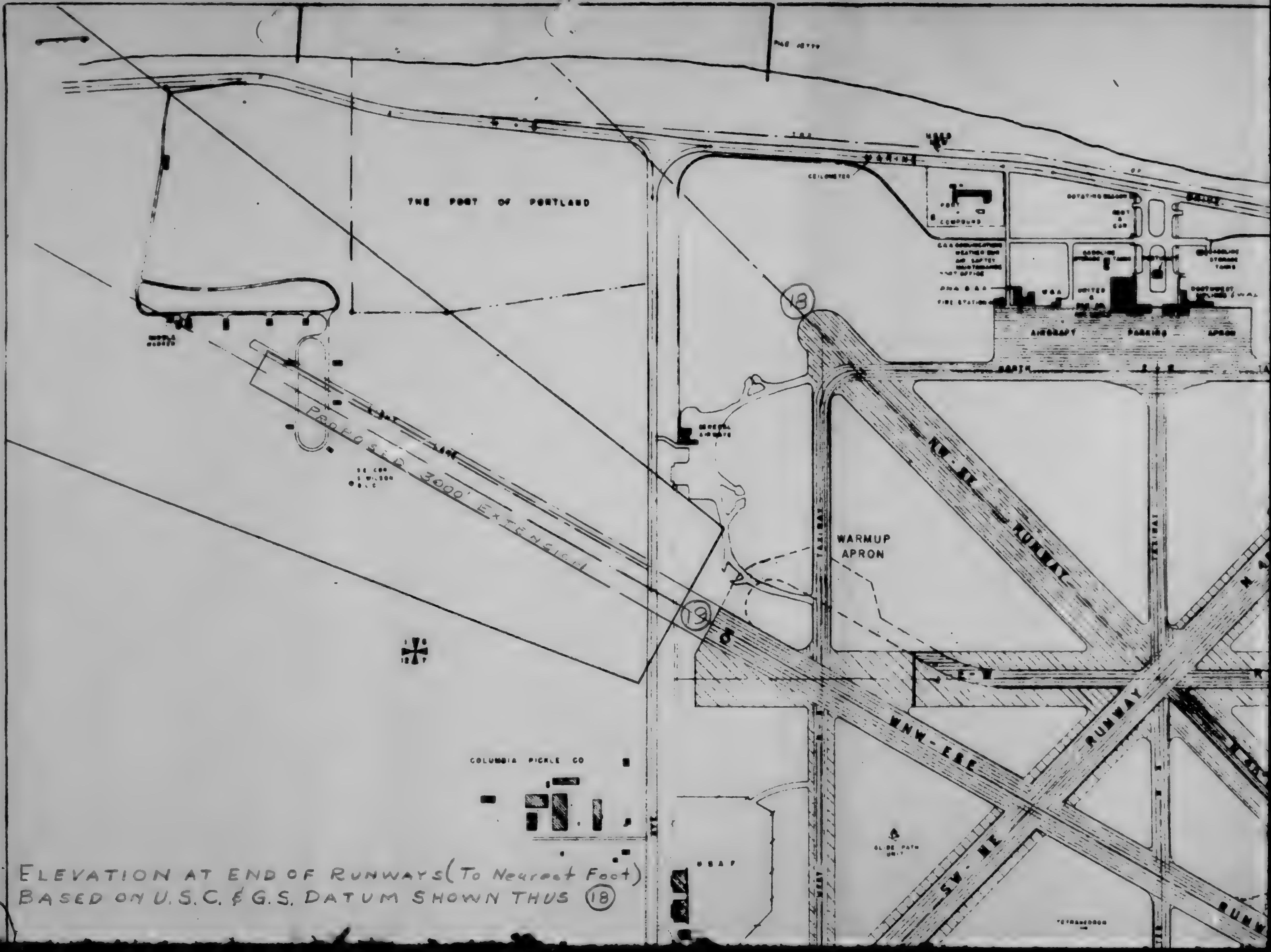

B I A
R I V E R
WASHINGTON
OREGON
CLARK CO.
MULTNOMAH CO.
LEMON ISLAND
GOV'T ISLAND
DINGS TO BE MOVED
MARINE
200 x 8000

Note:


COLUMBI
BUILDINGS TO BE MOVED
BUILDINGS TO B
WARMUP APRON
MUP
ON
N 45° E 300' X 5245
NW-SE RUNWAY
RUNWAY 300' X
WNW-ESE
SW-NE
RUNWAY
TAXIWAY
NORTH
AIRCRAFT PARKING APRON
FUTURE PARALLEL RUNWAY
TERMINAL AREA
APRON, RUNUP, PASSAGE, &
HANGAR AREA
20
E-W
PILE JETTY


SOUTH
E W
TAXIWAY
MILITARY AIRCRAFT PARKING APRON
CONTROL TOWER
S 61° E
200' X 8800'
28
ANGAR AREA & EMPLOYEE PARKING
ACCESS ROAD
LOYEE PARKING
APRON, RUNUP, PASSAGE, & TAXI
WARMUP APRON
TAXIWAY
CANTONMENT AREA
COLWOOD GOLF COURSE


TO PORTLAND CITY CENTER
CANTON
SOUTH
MILITARY AIRCRAFT PARKING APRON
CONTROL
TAXI



THE PORT OF PORTLAND
PROPOSED 3000' EXTENSION
WARMUP APRON
NW-SE RUNWAY
WNW-ESE RUNWAY
SW-NE RUNWAY
TAXIWAY
CEILOMETER
COMPOUND
FIRE STATION
AIRCRAFT PARKING APRON
STORAGE TANKS
COLUMBIA PICKLE CO
GLIDE PATH UNIT
TETRAHEDRON
19
18

ELEVATION AT END OF RUNWAYS (To Nearest Foot) BASED ON U.S.C. & G.S. DATUM SHOWN THUS ⑱

REFERRED TO

Mr. May

BY DEPUTY STATE HIGHWAY ENGINEER

FORM E-30 [illegible] 8-51 82815

all changes made by City of Portland are approved. Please have new agreement prepared on such basis

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO W. C. WILLIAMS

Salem, Oregon
August 29, 1955

SUBJECT: 39th Avenue and Halsey Street Viaduct

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

RECEIVED
LEGAL DEPT.

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Attached hereto is a draft of an agreement prepared by the City of Portland covering the proposed 39th Avenue and Halsey Street viaduct over the T. H. Banfield Expressway in Portland. This draft was referred to this office some time ago for review and approval as to legality. It was our understanding at that time that few, if any, changes were made by the City with respect to actual work to be performed and the terms under which the work was to be done.

A review of the agreement reveals, however, that a number of major changes have been made by the City. I am enclosing herewith a copy of the draft prepared in this office for comparison purposes and will appreciate your advice as to whether the changes made by the City of Portland meet with the approval of your office.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Robert L. May
ROBERT L. MAY, JR.
Assistant Counsel

9/1/55
Mr. Williams says delete provision requiring insurance for protection of Portland.
RLM

RLM:jv

Attach.

RECEIVED
AUG 30 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E 30 25M 9 51 82010

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 28, 1955

SUBJECT: Agreement with City of Portland for construction of 39th Avenue and Halsey Street viaduct over T. H. Banfield Expressway

To:

Mr. [illegible] L. Hay, Jr.,
Assistant Chief Counsel
Office

Mr. [illegible] says no special need on this

Dear Mr. Hay:

On June 24, 1955 you handed me a draft agreement prepared by the City of Portland as a re-draft of an agreement prepared by this office April 7, 1955, to cover construction of the 39th Avenue and Halsey Street viaduct over the T. H. Banfield Expressway in Portland. You requested that I compare the City's version with our original draft.

The comparison will be made by going through our original draft item by item and noting the changes made therein by the City of Portland.

RECITALS:

OK 1. Retained verbatim.

OK 2. Retained, except the City added "(U. S. 30)" to the state highway route designation.

OK 3. Retained verbatim.

OK? 4. The City rephrased this recital without a specific change in the scope of the project unless the following phrase is a change: The City's version, after mentioning the various ramp connections between the proposed viaduct and Halsey Street and the Expressway states, "and shall also include the street intersections required thereby". I am not certain that the recital in the original draft contemplated the construction of all street intersections required thereby, although it seems reasonable that they be included in the construction plans.

THINGS TO BE DONE BY STATE:
(the original draft, item by item)

OK 1. The City added a provision that no contract be let until the plans to be prepared by State and submitted to City, are approved by the City Engineer in writing.

OK 2. Retained verbatim.

3. Retained verbatim.

OK

4. The City added that State would join with City in acquiring all necessary rights for construction of the viaduct over the tracks owned by the O.W.R. & N.Co., and leased to the Union Pacific Railroad, and also that State would convey to City easement for said viaduct and street over the T. H. Banfield Expressway. This provision is probably not objectionable unless the rights from the railroad will involve a consideration, in which circumstance, the original draft would require the City to carry the ball.

??

OK WCW

5. The City after reciting the location and type of utilities to be relocated and reconstructed added "to conform with the proposed plans and ultimate requirements", which is not objectionable and clarifies the clause. The city also changed the liability of the State from the portion of the project south of the "south line of N.E.Halsey Street to the portion south of the north line of said street", thereby extending geographically the State's liability. The City also added language limiting the type of facilities the City would cause to be moved without expense to State, however, the City's version probably more nearly reflected the intent of the parties with respect to moving said facilities.

? OK WCW

6. The City omitted this paragraph entirely.

?

7. The City's language concerning the ramp connections to be maintained by State is much broader than the language of the original draft, and may thereby increase the liability of the State.

?

NOTE: City added a paragraph, at this point, a liability insurance clause whereby the State would furnish insurance to protect City of Portland against claims arising from certain phases of the project.

???

THINGS TO BE DONE BY CITY:
(the original draft, item by item)

1. City's version does not contain language promising to establish the viaduct and approaches as a city street. City does ~~not~~ promise to acquire the legal right to construct the viaduct over the O. W. R. & N. Co., tracks in paragraph 2 of "Things to be done by City" ~~[illegible]~~ City's draft, ~~[illegible]~~

2. The City's draft of the agreement removes the provision for installing traffic signals, and under the heading of "General Provisions" reserves the question of traffic signals for a subsequent agreement, moreover City's draft provides that the cost of the signals, when installed, shall be shared by City and State, whereas our version taxes the cost against the City only.

3. City omits the provision for the maintenance of the traffic signals entirely.

4. City retains this provision verbatim under paragraph 1 of "Things to be done by City", City's draft.

5. City retains this provision verbatim as the first three-quarters of paragraph 2 of "Things to be done by City", City's draft.

6. City omits this paragraph entirely, which omission is highly objectionable to State, unless our engineers have agreed to the omission. If our engineers have agreed to the omission of this paragraph, such matter should be covered elsewhere in accordance with said agreement.

7. City agrees in part with this provision, except that it specifically excludes ramp connection with the T. H. Banfield Expressway from the portion to be maintained by the City.

8. City retains this provision verbatim as paragraph 4 under "Things to be done by City", City's draft.

It is quite obvious that the City, if the revisions were made in the guise of redrafting, is using a very sharp and long pencil. Unless there have been changes in the agreement between the Highway Department and the City of Portland, conferences will be necessary to reconcile the draft prepared by us with that of the City of Portland.

Very truly yours,
Leslie B. Hampton
L. B. HAMPTON
Assistant Attorney

LBH:MH

REFERRED TO
Enfield
BY DEPUTY STATE HIGHWAY ENGINEER
Please check.

WCW

RECEIVED

IGHWAY DEPARTMENT
NT CORRESPONDENCE
e 20, 1955
lem, Oregon

NOTED
W. C. WILLIAMS

SUBJECT:

To: Mr. W. C. Williams
OFFICE

PLEASE RETURN TO
W. C. WILLIAMS

Attached is a draft of an agreement prepared by the City of Portland covering the proposed 39th Avenue and Halsey Street Viaduct over the T. H. Banfield Expressway in Portland. Also attached is a copy of the original agreement as prepared by our Legal Division.

The principal changes in the agreement are paragraph 6, page 3 under THINGS TO BE DONE BY STATE and under GENERAL PROVISIONS on page 4 of the draft.

John W. Cattrall
Engineer, County and City Relations

By John D. Graham

John D. Graham
Office Engineer

JDG:mm
Att.

RECEIVED
JUN 20 1955
OFFICE OF
STATE HIGHWAY ENGINEER

WILLIAM A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

G. J. LINDSTEDT
ASSISTANT TO COMMISSIONER
L. G. APPERSON
CITY ENGINEER

CITY OF PORTLAND
OREGON

June 9, 1955

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

7 Attention: Mr. John W. Cattall

Dear Mr. Baldock:

Re: 39th Avenue and Halsey Street viaduct

I am submitting herewith a draft of the agreement for the proposed 39th Avenue and Halsey Street viaduct over and across the T. H. Banfield Expressway. This proposed agreement is a revised draft of the agreement submitted by you under letter dated April 20, 1955.

Upon your approval please submit the agreement in final form for execution by the City.

Very truly yours,

L G Apperson

L. G. APPERSON

City Engineer

[illegible]:ajm

Encl.

RECEIVED

C
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P
Y

AGREEMENT

THIS AGREEMENT, made and entered into this ____________ day of ______________, 1955, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called "State", and the CITY OF PORTLAND, a municipal corporation, acting by and through its City Council, hereinafter called "City";

WITNESSETH:

RECITALS:

1. That certain highway which has been designated as the Columbia River State Highway No. 2 (U.S. 30) is a state highway under the jurisdiction and control of the State Highway Commission.

2. Under the provisions of ORS 373.010, the Highway Commission is authorized and directed, whenever the route of a state highway passes through the corporate limits of a city, to select and designate the street or streets over which said highway shall be routed. Pursuant to such authority and direction the Highway Commission has designated that certain boulevard, or portions thereof, known as N.E. Sandy Boulevard, said boulevard being within the corporate limits of the City, as the route of the Columbia River State Highway No. 2 (U.S. 30).

3. Under the provisions of ORS 366.775, the Commission may enter into an agreement with any county, city, town or road district for the construction, reconstruction, improvement of any road, highway or street, upon terms and conditions mutually agreed to by the contracting parties; and the Commission may acquire by purchase, agreement, donation or by exercise of the power of eminent domain, any real property necessary for rights of way therefor.

4. It is deemed necessary, in the judgment of the State and City, for the safety and convenience of the traveling public on the route of State Highway No. 2 (U.S. 30) and upon the city streets in the vicinity of the intersection of N.E. Sandy Boulevard with N.E. 39th Avenue, to establish and construct a city street extending from the intersection of N.E. 39th Avenue with N.E. Senate Street to the intersection of N.E. 39th Avenue with N.E. Sandy Boulevard, Said street extension, hereinafter called the"project", shall include a viaduct over and across the T. H. Banfield Expressway, over and across the tracks and right of way of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, lessee, and over and across N.E. Halsey Street. Said project shall also include ramp connections between the proposed viaduct and N.E. Halsey Street,

and between the T. H. Banfield Expressway and N.E. 39th Avenue and N.E. Senate Street, and (shall also include the street intersections required thereby.) Said project shall further include the lowering of the existing grade of N.E. Halsey Street to an elevation sufficient to provide a minimum vertical clearance of 14 feet between the revised elevation of the pavement on N.E. Halsey Street and the bottom of the viaduct structure and shall further include the installation and maintenance of traffic control signals as hereinafter set forth. Because the need for the said project is urgent, State and City contemplate completion of the preliminary details so that a construction contract can be awarded during 1955.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

THINGS TO BE DONE BY STATE:

1. State shall prepare and submit to City for its approval the plans and specifications for the project as described in paragraph 4 of the recitals herein. (No contract for construction of all or any part of said project shall be let or awarded until all plans in any way affecting the construction to be contracted shall first have received the approval, in writing, of the City Engineer.)

2. State shall direct and prosecute, either by its own forces or contract, all of the work to be done, except for certain traffic signal installations that may be made by City as hereinafter provided.

3. State, in the first instance, shall pay all costs of the project, except for costs of certain acquisitions of rights of way and certain signal installations as hereinafter provided. City shall pay to State the sum of Seventy-five Thousand and no/100 Dollars ($75,000.00) as its share of the cost of said project in the manner hereinafter set forth,

Clarify

4. ~~The~~ said acquisition of rights of way and easements situate southerly from the south line of N.E. Halsey Street shall be deemed to include the payment of all damages to private property situate southerly from the south line of N.E. Halsey Street occasioned by or arising out of the lowering of the existing grade of N.E. Halsey Street as hereinabove referred to. Upon execution of this agreement, State shall immediately begin all necessary right of way acquisitions and settlements (south of the south line of N.E. Halsey Street) so that, if possible, the same will be available for construction by ~~July~~ Oct. 1, 1955, and shall also join with the City in acquiring all rights necessary for the construction of said viaduct over the tracks owned by the O.W.R. & N. Co. and leased by the Union Pacific Railroad Company. State shall also convey to City an easement for said viaduct and city

street to be constructed and maintained over and across the T. H. Banfield Expressway.

5. State shall, without cost to City, relocate or reconstruct or cause to be relocated or reconstructed all water, sewer, gas, electric, telephone, telegraph, and all other utility conduits, lines, poles, mains, pipes and facilities of every kind and nature made necessary to be relocated and reconstructed to conform with the proposed plans and ultimate requirements of that portion of the project south of the "north" line of N.E. Halsey Street; provided, however, that it is expressly understood that City shall require each utility company to move, relocate or reconstruct its own facilities at its own expense where the utility company's franchise with the City requires such company to move its facilities upon demand by the City.

~~6. State shall either provide or have each of its~~ contractors provide public liability and property damage insurance in form and amounts satisfactory to the City Attorney, protecting the City of Portland, its officers, agents and employes against all claims for injury or damage arising from operations by all contractors for State in connection with said project. Said insurance shall be without prejudice to coverage which might otherwise exist to protect the City of Portland against damage to city streets. A certificate evidencing such insurance shall be filed with the City Engineer, City Hall, Portland 4, Oregon, before commencing construction operations and shall provide that said insurance shall not be cancelled or reduced without first giving ~~ten (10) days' written notice to the City Engineer.~~

delete

6. State shall, at all times after the construction of said project, maintain all ramp connections providing ingress to or egress from the T. H. Banfield Expressway at or near the vicinity of N.W. 39th Avenue.

THINGS TO BE DONE BY CITY:

1. City shall pay to State the sum of Seventy-five Thousand and no/100 Dollars (75,000.00) as its share of the cost in the following manner:

(a) Twenty-five Thousand and no/100 Dollars ($25,000.00) upon execution of this agreement.

(b) Twenty-five Thousand and no/100 Dollars ($25,000.00) on the second day of July, 1956.

(c) Twenty-five Thousand and no/100 Dollars ($25,000.00) on the second day of July, 1957.

2. City shall acquire, without cost to State, all rights of way and easements necessary for the project north of the north line of N.E. Halsey Street and shall make the same available to State for construction purposes. City shall also pay without cost to the State all damages which may accrue to private properties situate north of the north line of N.E. Halsey Street by reason of the proposed change in the existing grade of N.E. Halsey Street. Upon the execution of this agreement City shall immediately begin right of way acquisitions so that if possible same will be available for construction by ~~July 1~~ October 1, 1955. The cost of the acquisitions of such rights of way and easements and damages to private properties situate north of the north line of N.E. Halsey Street which may accrue by reason of the proposed change of the existing grade of N.E. Halsey Street shall not be included in the cooperative share of City hereinabove stated to be paid to State. City shall also acquire the legal right for the construction and maintenance of a viaduct over and across the tracks and right of way of the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, lessee.

3. After completion of said project, City shall maintain all parts thereof, save and except that it shall not be required to maintain the ramps providing ingress to and egress from the T. H. Banfield Expressway.

4. By executing this agreement City consents, pursuant to and as required by ORS 373.030 (2) to any and all changes of grade in connection with or arising out of the project covered by this agreement and shall save and hold harmless State, the State Highway Commission, the members thereof, its officers, employes, agents and contractors from any and all claims, causes of action or damages which may accrue to private properties north of the north line of N.E. Halsey Street arising out of any such changes of grade, including the proposed change of the existing grade of N.E. Halsey Street.

GENERAL PROVISIONS:

State or City, as may hereafter be mutually agreed upon, shall acquire and install electric traffic control signals at the intersections of theproposed project at N.E. Sandy Boulevard and the intersection of N.E. 39th Avenue with N.E. Senate Street, including signals on the ramp connection from the T. H. Banfield Expressway on the westerly side of the project and on the ramp connection from the T. H. Banfield

Expressway on the easterly side of the project; provided, however, that the cost of construction and installation of all such traffic control signals shall be forne equally by the City and State.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals as of the day and year first above written, the City acting by and through its City Council pursuant to and in accordance with Ordinance No.________________, passed by the City Council on the______ day of________________, 1955.

STATE OF OREGON, by and through
its State Highway Commission

By______________________________
Chairman

By______________________________
Commissioner

By______________________________
Commissioner

CITY OF PORTLAND, a municipal
corporation

By______________________________
Mayor

By______________________________
Commissioner of Public Works

APPROVED:

____
Deputy State Highway
Engineer

APPROVED AS TO FORM:

____
Chief Counsel

ATTEST:

____
Secretary

APPROVED AS TO FORM:

____
City Attorney

PG:gm
5/16/55

RECEIVED
AUG 1[illegible] 1955
FOR FILING

FORM E-89X—37,500—5-55—02967

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 30th, 1955

SUBJECT:

W. C. [illegible]

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attn: Forrest Cooper

Dear Sir:

I am enclosing herewith copy of a report dated July 28, 1955 from Lloyd Shaw. This covers a discussion Mr. Shaw had with City Engineer Apperson and members of his staff, on the acquisition of additional right of way for the 39th Avenue Undercrossing. I have not had an opportunity to go over this matter in detail with either Shaw or Mr. Apperson, but will try to do this in the immediate future. This report is being sent to bring you up to date on the 39th Avenue structure as it affects the city.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: Lloyd P. Shaw

RECEIVED
1955
OFFICE OF
CONSTRUCTION ENGINEER

FORM E-30 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 28, 1955

SUBJECT:

To: Mr. A. C. Skelton
Division Engineer
Office

Dear Sir:

On July 26, 1955, I discussed the right of way situation at N. E. 39th Ave. and Halsey St. with Mr. Apperson, City Engineer, and Mr. Ahern, who handles right of way matters for the City of Portland. Recent changes of plan in the 39th Avenue Undercrossing have made necessary the acquisition of two small parcels of land adjacent to Halsey St. and also have increased the possibility of change of grade damages at 39th and Halsey.

Based on a letter to Mr. R. H. Baldock from Commissioner of Public Works and dated April 29, 1953, the City agreed to " secure and pay for any costs for rights - of - way, change of grade, or slope easements necessary on N. E. 39th Avenue from the north line of N. E. Halsey St. to the south line of Sandy Boulevard." The City has purchased five dwellings along the east side of 39th Avenue between Halsey and Sandy Blvd. Also they have purchased a dwelling fronting on the west side of N. E. 40th Avenue and adjacent to the north side of Halsey St.; this to avoid change of grade damage in Halsey St. under the original plan. A further purchase of two concrete buildings adjacent to Sandy Blvd. and west of 40th Avenue has been made.

The States' original plan would have placed two - way traffic on 39th Avenue between Sandy Blvd. and Halsey St., would have eliminated any connection of 39th Avenue with Halsey St., and would have had no connection with Sandy Blvd. east of 39th Avenue. This plan required the taking of two or possibly three dwellings adjacent to 39th Avenue. The remaining takings along 39th Avenue, and adjacent to Sandy Blvd., were made necessary by revisions suggested by the City.

Mr. Apperson's position now is: that all funds set up by the City Council for right of way at 39th Avenue have been spent and some money from other sources has been used in making purchases as they now exist; that any right of way needed other than that now owned is in addition to that required in the original plans and hence is not within the limits of the City's responsibility; that the agreement did not call for removal of buildings or foundations. Following this line of thinking, Mr. Apperson proposes that the State purchase such right of way as maybe required and arrange for removal of any buildings remaining when the project is placed under contract.

CORREST C

The building removal will probably consist of only the two concrete buildings adjacent to Sandy Blvd. As stated above these were not part of the State's original plan and could be regarded as part of the City's obligation. As an offset to this, however; is the fact that we now plan to use all of the tract at 40th Avenue and Halsey St. The City originally planned to buy it to avoid grade change damage and to resell after completion of the project.

Unless you prefer some other procedure we will prepare right of way descriptions for the State's purchase of the required areas along Halsey St. Also we will base our estimate and specifications on removing remaining buildings as part of the clearing and grubbing item.

Very truly yours,

Lloyd P. Shaw

Lloyd P. Shaw
Resident Engineer

FORM 8-123 50M REVISED 2-

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
JUN [illegible] 1955
FOR FILING

June 16, 1955

NOTED
W. C. WILLIAMS

Spec

Mr. C. K. Glaze, Planning Engineer
Washington Department of Highways
Transportation Building
Olympia, Washington

Attention: Robert Hansen

Dear Sir:

The estimated 1975 average daily traffic on the proposed 39th Avenue bridge across the Columbia River is 30,000.

This is the information that you requested of Mr. Stein when he was in Olympia June 6, 1955.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

By

F B Crandall

F. B. Crandall
Traffic Engineer

bc: W. C. Williams

RECEIVED
JUN 17 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 16 1955
FOR FILING

[illegible] (11)

[illegible]

May 12, 1955

Bureau of Water Works
Department of Public Utilities
209 City Hall
Portland, Oregon

Attention: Mr. R. M. Hemill
Senior Hydraulic Engineer

Gentlemen:

Reference is made to your letter of May 9, addressed to our resident engineer, Lloyd Shaw, which refers to an increased cost for revising water facilities in connection with the construction of the 39th Street viaduct. This letter may be considered your authority to proceed with the work, which will be paid for by the State on a cost basis not to exceed $24,100.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

cc Mr. Forrest Cooper

FC:jv lg

FORM E-30X—37,500—2-55—92987

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 10th, 1955

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attn: Forrest Cooper

Dear Sir:

In accordance with our conversation of this morning, I am forwarding herewith letter dated May 9th from R. M. Hamill, engineer for the Bureau of Water Works, advising that the relocation of water mains at N. E. 39th and Halsey Street originally estimated to cost $14,100 would amount to considerably more than this original estimate, due to the lowering of the grade at Halsey Street, which would require changing a greater length of water main, and also require considerable additional expense to connect the blow-off from the low part of this main to connect to a sewer lower than the water main.

We have advised Mr. Hamill of Mr. W. C. Williams' verbal approval of this modification. However, I presume this should be confirmed by letter from Mr. Williams.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: Lloyd Shaw

RECEIVED
MAY 11 1955
OFFICE OF
CONSTRUCTION ENGINEER

BUREAU OF WATER WORKS
209 CITY HALL

BEN S. MORROW
ENGINEER & GENERAL MANAGER
H. KENNETH ANDERSON
PRINCIPAL ASSISTANT ENGINEER
ROBERT M. HAMILL
SENIOR HYDRAULIC ENGINEER

CITY OF PORTLAND, OREGON

DEPARTMENT OF PUBLIC UTILITIES
NATHAN A. BOODY
COMMISSIONER

May 9, 1955

Oregon State Highway Department
P. O. Box 4699
Portland 2, Oregon

Attention: Mr. Lloyd P. Shaw, Resident Engineer

Gentlemen:

In reference to your letter of April 19, 1955, authorizing us to proceed with relocation of mains due to Banfield Expressway at N. E. 39th and Halsey, your letter limited us to an expenditure of our estimate of $14,100.00.

Due to delay in this authorization, the recent lowering of the grade on Halsey and the need of tunnelling to a sewer near the Railroad for the necessary blowoffs, our costs have increased. Also, we will have to do night work on the required connections.

We, therefore, submit a $10,000.00 increase in this estimate, bringing the total to $24,100.00.

Since we have Halsey Street closed from 40th Ave. to Sandy Blvd., it is imperative to us that your Office authorize this request immediately. We are sorry to have to change this estimate and assure you that costs will be kept to the minimum.

Very truly yours,

R. M. Hamill
Sr. Hydraulic Engineer

RMH:em

BUREAU OF WATER WORKS
209 CITY HALL

BEN S. MORROW
ENGINEER & GENERAL MANAGER
H. KENNETH ANDERSON
PRINCIPAL ASSISTANT ENGINEER
ROBERT M. HAMILL
SENIOR HYDRAULIC ENGINEER

CITY OF PORTLAND, OREGON

DEPARTMENT OF PUBLIC UTILITIES
NATHAN A. BOODY
COMMISSIONER

May 9, 1955

Oregon State Highway Department
P. O. Box 4699
Portland 2, Oregon

Attention: Mr. Lloyd P. Shaw, Resident Engineer

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Very truly yours,

R. M. Hamill
Sr. Hydraulic Engineer

RMH:em

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MAY 10 1955
FOR FILING

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[illegible]

AIR MAIL

Salem, Oregon
May 9, 1955

Mr. R. H. Baldock

I just finished a two-hour conference with Messrs. Andrews, Sargent, Cameron, and Polk relative to the Banfield Expressway. All in all, I consider that we have evolved a plan on which we can agree, under which plan the Bureau of Public Roads approves all of our design from 39th Avenue to the river, wherein we provided shoulders over all portions of the route except where there were walls, bridge structures, et cetera. The one point on which the Bureau of Public Roads felt improvement should be made is at 33rd Avenue, where it was pointed out that there is very restricted sight distance, and the Bureau engineers believed this would create a definite hazard by reason of nonstopping sight distance. For the design speed of 50 miles per hour a stopping distance of 475 feet is required. The Expressway at 33rd Street is on an 8° 6' curve, which is the sharpest curve on the entire Expressway. With the high wall on the southerly side of the Expressway, sight distance is restricted to 260 feet, or barely more than 50 per cent of that required. To obtain better sight distance it will be necessary to acquire the Lyons Building, by which the wall could be eliminated. The over-all additional cost of the right of way, bridge extension, et cetera, is about $60,000, after giving credit of about $30,000 for the wall that would be eliminated. You will remember that we estimated the cost of the widened shoulders at $390,000, so, with the additional $60,000 at 33rd Avenue, the total additional cost between the river and 39th Avenue is $450,000.

$60,000 is a considerable sum of money, but as this is the only location on the Expressway where we have such restricted stopping sight distance I am of the opinion that we should probably make the improvement requested.

As the matter was left, the Bureau agrees to approve our plan in its entirety if we will increase the sight distance at 33rd Avenue. I am enclosing the map so that you may study the situation at 33rd Avenue in the event that you wish to discuss the matter with Bureau officials in Washington.

The Bureau also gave advance verbal approval to the 39th Avenue project wherein we would provide the additional lane on the bridge structure but make no other changes.

W. C. Williams

WCW:me
Encl.

P.S. 260' sight distance allows stop of [illegible] over 35 m.p.h.
[illegible]

RECEIVED
MAY 5 1955
FOR FILING

U1-323 (11)
[illegible]

May 4, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: 39th Avenue Underpass
UI 323(11)

Dear Sir:

Reference is made to your letters of April 12 and April 20 concerning the layout for this project. Our views in this matter were fully set forth in our letter of April 5. In our opinion the changes which you request are not warranted in view of the additional costs involved. We are, however, under the necessity of getting this project under way and will redesign the project to provide the additional 12-foot lane on the easterly side of the viaduct.

This will not permit increasing the radius of the curve on the off-ramp connecting the Banfield Freeway to 39th Avenue at the south end of the structure; in fact, it may be necessary to sharpen this curve even more. We will do what we can toward decreasing the grade line descending from the structure to 39th Avenue without causing major damage to adjoining property.

As pointed out before, this is primarily a city project, and the City is obligated to provide right of way north of Halsey Street. The City has advised that it has no money for additional right of way for this project.

I believe that the above provisions will meet with your requests.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. F. B. Crandall
Mr. F. H. Stephenson

GSP:gm lg

FORM 830—90M—4-54—74356

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 3, 1955

SUBJECT: Capacities, Design Features, et cetera
Banfield-39th Avenue Interchange

To: R. H. Baldock
State Highway Engineer
Office

This is by way of further comment respect Mr. Polk's letter under date of April 20th last, respect above indicated subject.

In reviewing Mr. Polk's letter and also the attached memorandum of the Division Office dated April 18, 1955, it would appear to me that they have tended to ignore the thoughts expressed in your letter of April 5th to Mr. Polk on this subject respect the capacity deficiency as will prevail at the intersection of 39th and Sandy. If our forecasts regard the DHV-20 are correct, the Banfield to 39th Avenue ramp will fall short of handling the traffic, capacity-wise, to no greater extent probably than will be the case at 39th and Sandy. Personally, I am not too optimistic regards the early construction of 39th Avenue Underpass at Sandy on the part of the City of Portland. Although we have made no great explorations as to the benefits as would derive from construction of such underpass, I would wonder whether such would be warranted, thinking in terms of a rather costly project. From a trip-desire standpoint, a great percentage of traffic moving northbound on the 39th Avenue structure would wish to turn right on to Sandy Boulevard rather than to proceed on north thereof. The projected underpass would come to grade at Hancock and would tend to dead-end at this point in certain respects in that 39th Avenue on to the north is not a suitable arterial to move on and up over the Alameda Bluff.

In the PRA Division Office memorandum dated April 18, 1955, ramp volume quotation is taken from Table II-16 of the AASHO Design Manual wherein 830 vehicles per hour are used as the capacity for the Banfield-39th Avenue ramp. Under proposed signalization, it is believed that 70 per cent of the time, what with this movement being permitted to move on two phases, could be apportioned thereto which would give effective capacity of 580 vehicles per hour. Again this is still short of the DHV-20 projected traffic of 880 vehicles per hour. With respect to quotations made from Table II-16, I would call attention to the notation stating that possible capacities approximate 1.25 times the values contained in the Table, which if applied, would raise the 580 value to 725 vehicles per hour.

Any attempt to provide an extra lane for northbound traffic on the structure would require a decrease in the radius of the Banfield-39th Avenue ramp, or encroachment on Senate Street, or a combination of both in obtaining the revision. It has been indicated that an additional 12 ft. lane on the structure would suffice; however, I would question this as adequate additional width what with maximum size commercial vehicles with their extreme out to out tracking paths on 74 ft. radius ramp. In this connection I attach hereto a vellum overlay showing the tracking path of maximum semi-trailer combination which would indicate that under the very best of maneuvering on the part of a truck driver 13 ft. extra width would be required--for best operation the additional width should be 14 ft. at least. It has been pointed out in your previous correspondence there will be a weaving condition on the structure if the ramp traffic is allowed to flow with the through northbound on 39th Avenue and question might be raised that if the extra lane is to be provided, whether or not it shouldn't be insulated with a raised island completely across the structure in such a manner as to preclude undesirable weaving movements. It has been pointed out before I believe that extra width on the easterly side of the structure will run into complications with respect the ramp to Halsey Street at the northerly end of the structure.

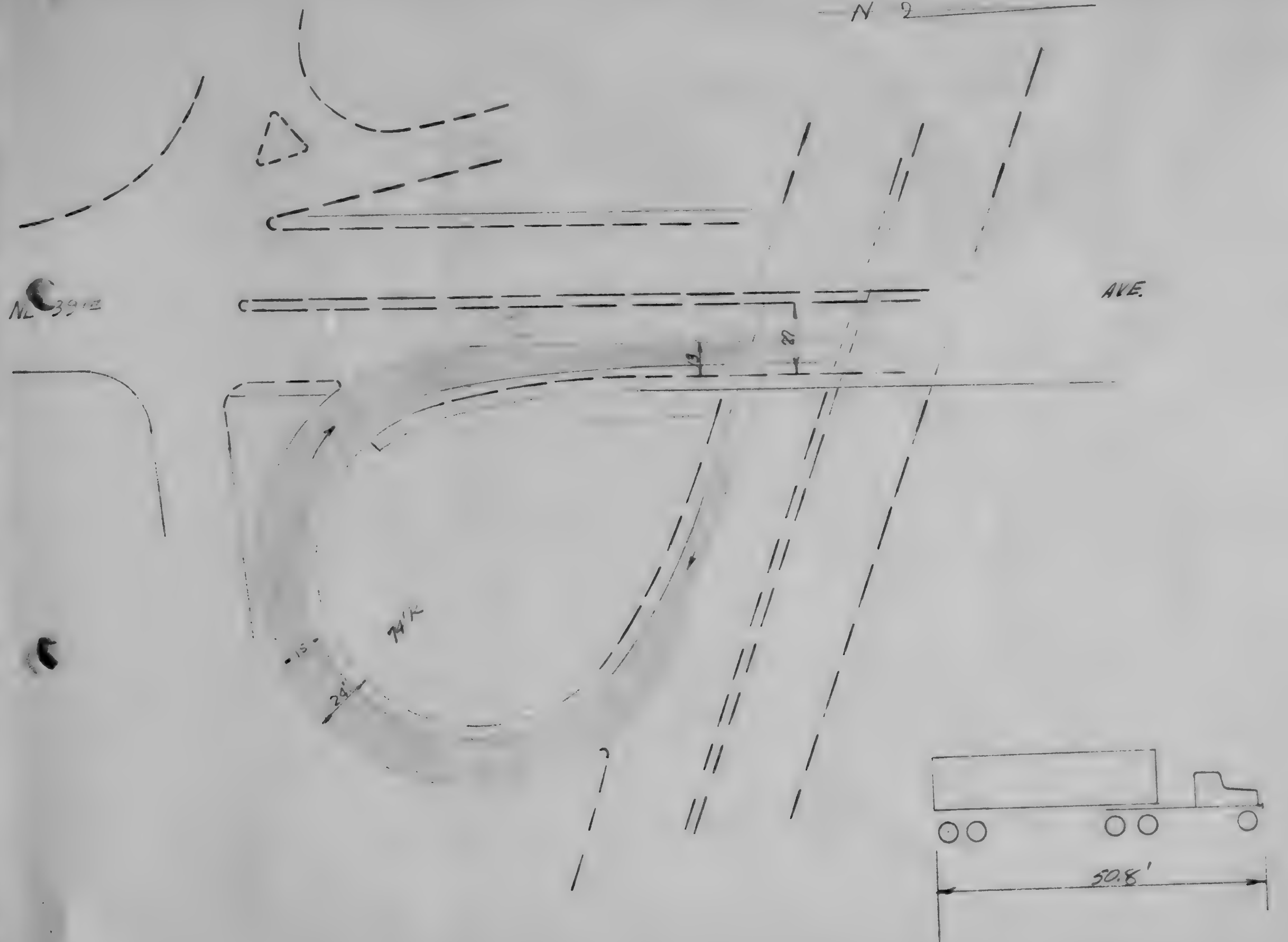
As a means of increasing the capacity of the Banfield-39th Avenue ramp, might I suggest that the design of a ramp be modified as would provide 28 ft. curb to curb roadway which would permit double banking of traffic except in the instance of large combinations. Were traffic able to "break out" on the green signal in two lanes and with the ramp structure all to themselves, so to speak, backup on the ramp would be appreciably minimized. We would still have the undesirable situation admittedly of stopping some of the traffic on this up-grade ramp; however, here again I think that such condition tends to be offset by the fact that under signalized arrangement there would be no weaving complications on the structure.

Some concern is expressed as to the ability of the southbound roadway of N.E. 39th Avenue to deliver the estimated volume of traffic on to the bridge, citing the reverse curvature, restricted transverse width, and suggesting consideration be given at this time to acquiring all of the property between the north and southbound roadways of 39th Avenue. It is also pointed out that the actual capacity will be further impaired by reason of traffic moving to and from the parking lot in conjunction with the restaurant. The factors cited will admittedly have some depreciating effect on the capacity of this approach; however the anticipated DHV-20 for this approach will not make for any critical situation. With a DHV-20 of 500 vehicles per hour, the two-lane approach should amply care for the traffic.

F. B. Crandall
Traffic Engineer

Attachment
FBC:ph
cc - W. C. Williams

RECEIVED
MAY [illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER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50.8'

April 20, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A copy of your letter of April 5 relative to design features of proposed Project UI-323(11), 39th Avenue Underpass on the T. H. Banfield Expressway in Portland, was transmitted by our Division to our Washington Office. The transmittal included factual comments by the Division relative to the desirability of a third northbound lane on separation structure, but no recommendation was made, either for or against program approval as previously submitted. Although such a recommendation is customary and usually made, it was thought that in this case an impartial review and decision should be made by the expert traffic and urban design engineers in Washington, based solely on factual evidence presented.

We now have a copy of Deputy Commissioner A. C. Clark's reply from which the following is quoted:

> "Reference is made to your memorandum of March 24, and related papers, forwarding preliminary plans for the interchange at the intersection of N.E. 39th Avenue and the Banfield Expressway. While this project was under review we received your memorandum of April 8 and additional correspondence relating to the design of the project. Mr. R. H. Baldock also telephoned Mr. Barnett regarding this project and Mr. Barnett promised to have the design studied carefully.
>
> The additional material furnished by the State was helpful in the review of the plans. The proximity of the railroad and adjacent streets to the Banfield Expressway has restricted the points of interchange throughout its entire length, and the design of the interchanges is limited because of lack of right-of-way. This is particularly true in the case of the loop in the southeast quadrant of the interchange at N.E. 39th Avenue. Recognizing this, the State has provided a deceleration lane of adequate length between the through roadway and the loop. We concur with your analysis that the estimated volume of traffic that will use this loop, the limited radius of the loop, and the steep grade thereon will justify an added lane on the northbound roadway of the overpass. If traffic

is required to stop at the terminus of the loop at N. E. 39th Avenue, as will be necessary if the bridge is not widened, the operation is bound to result in backing up on the Expressway, perhaps now but surely in a few years. This traffic would be required to stop on a steep grade and would be subject to delays in starting. If a third lane is provided on the northbound roadway of the structure, continuous operation from the loop is assured. We fail to see that any additional right-of-way will be required, as mentioned in Mr. Baldock's letter. The approach island opposite section 130 could be offset to the east in the available right-of-way. There will be no occasion to provide an additional lane all the way to Sandy Boulevard since three lanes already are included in the proposed design.

A check should be made of the ability of the southbound roadway of N. E. 39th Avenue to deliver the estimated volume of traffic onto the bridge. The sharp reverse curvature and the restricted width between the east curb line and the retaining wall on the west side will cause slow speed, restricted traffic operation. This will be further aggravated by traffic entering and leaving the parking lot adjacent to the restaurant. Consideration should be given at this time to acquiring all of the property between the north and southbound roadways of N. E. 39th Avenue. Information is still lacking regarding the design of the future separation at N. E. Sandy Boulevard. If the State or city contemplates this separation in the future, the present improvement should be correlated with preliminary plans for the future work.

The structural features of this plan are considered to be generally satisfactory.

In view of the foregoing, we are continuing to withhold program action on Project U-323(11) pending your further recommendation."

In addition to the above quotation, we are attaching two copies of a document titled "Division Office Position on the Design of the 39th Avenue Exit Ramp and Overcrossing." It was prepared by our Division Office Urban Section and is based primarily on data obtained from the AASHO publication, "A Policy on Geometric Design of Rural Highways."

It is suggested that Mr. Clark's comments as well as the Division Office analysis be given your serious consideration. If you then do not agree that an additional lane is necessary on the bridge, Mr. Andrews has stated he would be willing to come to Salem at your convenience for a further discussion of the matter with you and your staff.

Very truly yours,

C. G. POLK
District Engineer

Encls.

C
O
P
Y

DIVISION OFFICE POSITION ON THE DESIGN OF THE 39TH AVENUE EXIT RAMP AND OVERCROSSING

4/18/55

While analysis of designs for interchange structures, off and on ramps, etc., are usually concerned chiefly with capacity and economy of design and receive the bulk of attention in most manuals, the elements of safety, service and convenience to traffic cannot be neglected. Or, an interchange structure may meet capacity requirements, but if elements of hazard and inconvenience appear to be built in to the original design the latter should be corrected to eliminate or reduce such hazards and inconveniences.

We will discuss the design from the standpoints of the two factors:

1. Capacity
2. Hazards, difficulties of operation, etc.

1. Capacity

From "A Policy on Geometric Design" we conclude that the 39th St. Overcrossing structure will adequately handle projected traffic up to 1975, provided the use of traffic signals does not too seriously restrict the flow of traffic by cutting down the time it can move through adjacent intersections.

However, we find that the off ramp from the Banfield Expressway to the 39th Ave. Overpass does not meet this test as computed from tables and text of "The Policy on Geometric Designs."

The capacity and operational efficiency of expressways, and other high-type highways with grade separations, depend to a considerable degree on the adequacy of interchange ramps and ramp terminals where traffic enters or leaves the highway.

Traffic on most ramps, regardless of their width, conforms to single-lane operation because traffic normally can leave or enter the through highway only on the lane adjacent to the ramp.

From "A Policy on Geometric Design", Table II-16, with an upgrade of 3% to 4%, Speed 20 m.p.h. or less, with 10% trucks, the design capacity is 830 v.p.h. For an upgrade 5% or over and 10% trucks and same speed design capacity is 770 v.p.h.

These design capacities are for full time free flowing conditions. The subject ramp is on a 4%+ grade, radius 74', and traffic will be stopped periodically so as to not have to merge with approximately the same volume of traffic on 39th Ave. When traffic lights are involved, the above volume would be reduced in accordance with the percent of green time. If this were 50%, the design capacity would be approximately 400 v.p.h.; if 60% green time, the design capacity would be approximately 500 v.p.h.

In the case of this ramp the 1951 estimated volume is 4,400 A.D.T. By 1975 it is expected to double.

Using a conversion factor of 10%, the actual projected volume on this ramp in 1975 is computed as follows:

4,400 x 2 = 8,800 A.D.T.
8,800 x 10% = 880 v.p.h.

Thus, estimated 1975 volume would greatly exceed the 400 v.p.h. where a traffic light provides 50% green time, or the 500 v.p.h. with 60% green time.

If an extra lane is provided, eliminating the need for a traffic light, the capacity would be 800 v.p.h., still somewhat short of 1975 traffic.

The following is quoted from "A Policy on Geometric Design":

"At ramp-entrance terminals capacity is governed by the design of the terminal and the type of traffic control utilized. Entrances preferably should be designed to permit ramp traffic to merge with through traffic, without requiring the former to stop."

In view of the above computed volume of 880 v.p.h. on the off-ramp for 1975 we believe the following excerpt taken from the "Highway Capacity Manual" will substantiate our belief that the subject facility is inadequate.

"Exit from Expressway to Ramp, page 126:

"Conclusions:

"Conditions that must be present to enable a ramp to accommodate 1200 v.p.h. are:

1. a. Each dual tire commercial vehicle has effect of two passenger vehicles.

   b. Adequate shoulder width for disabled vehicles, especially on up ramps.

   c. Adequate speed change areas, or excess capacity of the roadways connected by the ramp.

2. With single lane operation, a ramp capacity normally will not exceed 1200 passenger cars per hour with a possible maximum of 1500 vph when vehicles can keep moving a speed of 15 - 20 m.p.h. (minimum radius about 100'). Serious consideration should be given to the provision of additional ramps when traffic demand exceeds 1200 v.p.h. on any ramp of single-lane operation.

3. It is possible for a ramp and its terminal to handle traffic volumes exceeding 1200 vehicles per hour under certain conditions: The following are some of the conditions that must be satisfied:

   a. Minimum 200' radius and at least 28' surface.

   b. At least one through lane on each highway entirely free of traffic other than that using the ramp; and a second lane on each highway sufficiently free of through traffic to accommodate the ramp volume in excess of 1200 v.p.h."

2. Hazards - Service to Traffic

Quoting from "A Policy on Geometric Design":

Page 402: "Entrance ramps which do not have sufficient length between terminal and structure for an acceleration lane should have an acceleration lane carried over the structure."

Page 367: "Drivers making turning movements usually slow down but not excessively on adequately designed facilities."

It is believed that an adequately designed structure at 39th would not require turning traffic to stop and would provide a merging lane for this traffic.

That is a service that should be provided Banfield Expressway traffic. What is more important, capacity figures show that at rush hours traffic will slow to a crawl when it is not completely halted on the ramp, and on whatever deceleration lane is provided on the Banfield Expressway. This makes for extremely hazardous operation - involving rear end contacts, more severe on the Expressway proper due to higher speeds - difficult starting on the ramp grade under normal conditions, and more aggravated under winter conditions. The Halsey off-ramp at the northeast end of the structure has about the same capacity as the southeast on-ramp and could handle much more traffic than the 500 v.p.h. indicated traffic, and undoubtedly would, if the extra lane were provided. It would appear that Safety and Service requirements would demand an extra lane on the structure for adequate service to Banfield Expressway traffic.

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file

OFFICE OF CITY AUDITOR

WILL GIBSON
CITY AUDITOR

CITY OF PORTLAND
OREGON

[illegible]
4328

April 28, 1955

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Please be advised that the City Council, Thursday, April 28, 1955, referred your communications transmitting agreements covering the extension of N. E. 39th Avenue from N. E. Halsey Street to N. E. Sandy Boulevard and the viaduct over the T. H. Banfield Expressway; and agreements covering traffic improvements on N. Interstate Avenue and N. Lombard Avenue, to the Commissioner of Public Works, Mr. William A. Bowes, for his consideration.

You will be further advised when Commissioner Bowes makes his report to the Council.

Yours very truly,

Will Gibson

Auditor of the City of Portland

RLM:fd
Cal. 1772 and 1773

REFERRED TO
Williams
[illegible] State Highway Engineer

R[illegible]D
APR 29 1955
OFFICE OF
STATE HIGHWAY ENGINEER

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

STATE HIGHWAY BLDG.
SALEM, OREGON

April 20, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A copy of your letter of April 5 relative to design features of proposed Project UI-323(11), 39th Avenue Underpass on the T. H. Banfield Expressway in Portland, was transmitted by our Division to our Washington Office. The transmittal included factual comments by the Division relative to the desirability of a third northbound lane on separation structure, but no recommendation was made, either for or against program approval as previously submitted. Although such a recommendation is customary and usually made, it was thought that in this case an impartial review and decision should be made by the expert traffic and urban design engineers in Washington, based solely on factual evidence presented.

We now have a copy of Deputy Commissioner A. C. Clark's reply from which the following is quoted:

> "Reference is made to your memorandum of March 24, and related papers, forwarding preliminary plans for the interchange at the intersection of N.E. 39th Avenue and the Banfield Expressway. While this project was under review we received your memorandum of April 8 and additional correspondence relating to the design of the project. Mr. R. H. Baldock also telephoned Mr. Barnett regarding this project and Mr. Barnett promised to have the design studied carefully.
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is required to stop at the terminus of the loop at N. E. 39th Avenue, as will be necessary if the bridge is not widened, the operation is bound to result in backing up on the Expressway, perhaps now but surely in a few years. This traffic would be required to stop on a steep grade and would be subject to delays in starting. If a third lane is provided on the northbound roadway of the structure, continuous operation from the loop is assured. We fail to see that any additional right-of-way will be required, as mentioned in Mr. Baldock's letter. The approach island opposite section 130 could be offset to the east in the available right-of-way. There will be no occasion to provide an additional lane all the way to Sandy Boulevard since three lanes already are included in the proposed design.

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Very truly yours,

CGPolk

C. G. POLK
District Engineer

Encls.

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C. G. POLK
District Engineer

Encls.

COPY

DIVISION OFFICE POSITION ON THE DESION OF THE

39TH AVENUE EXIT RAMP AND OVERCROSSING

4/18/55

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"Conclusions:

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    a. Minimum 200' radius and at least 28' surface.

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2. Hazards - Service to Traffic

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RECEIVED
APR 21 1955
FOR FILING

21-3-31
4311

April 19, 1955

City Water Bureau
City Hall
Portland, Oregon

Attention: Mr. Robert Hamill

Gentlemen:

This is to authorize you to proceed with the revisions to the particular water mains on Halsey Street, at its intersection with 39th Avenue, which will be interfered with by the construction of the proposed 39th Avenue viaduct over the Union Pacific Company's tracks, the Banfield Expressway, and Halsey Street.

The State will reimburse the City in the amount of the actual cost of these revisions up to but not exceeding $14,100, which is the estimate made by your office under date of December 7, 1954. Should the cost exceed this amount, further authorization is to be negotiated prior to incurring any cost in addition to the above sum.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:mm

cc A. G. Skelton
P. M. Stephenson
H. G. Smith

NOTED
G. S. PAXSON

FORM E-30 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 14, 1955
1:30 P.M.

SUBJECT: 39th Avenue Overcrossing
T. H. Banfield Expressway

To:

MR. PAXSON:

Lloyd P. Shaw called from Portland and asked me to give you this message. He said

"There are two water mains which have to be moved in Halsey Street. The City has estimated the work as of last December, the estimate being $14,100. As a reference, you can check the correspondence of December 7 (a letter from the City Water Engineer's office to Barbee of which you probably have a copy).

"The City now needs a letter authorizing them to proceed with the change in these mains. Time is of the essence because if we should get a dry season the next month or six weeks, the two mains could not be cut. The City, also, will need the revised plans. We have none of the final plans. (They were altered the last ten days or so.) These revised plans should be sent to the City Engineer's office, attention Robert Hamill."

G.M.

cc Mr. Stephenson

NOTED
C. S. PAXSON

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APR 13 1955
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 12, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Following receipt of a copy of your April 5 letter which provided justification for the design proposed for Project U-323(11), 39th Avenue Overcrossing in Portland, our Division Office advised our Washington Office as follows:

"We are now enclosing Mr. Polk's memo of April 6, to which is attached Mr. Baldock's letter of April 5 and attached map.

Item 1 (Mr. Baldock's letter):

In reply to our suggestion that a 12-foot lane be added on the east side of the 39th Avenue Overcrossing to provide an acceleration for ramp traffic from the expressway, Mr. Baldock bases his objection to our proposal on the grounds that the provision of an additional lane on the bridge would cause a pileup of vehicles at 39th and Sandy Boulevard. The addition of a third lane on the east side of the 39th Ave. Overcrossing would not add another lane at the 39th and Sandy Intersection. Thus the situation at that point could hardly be changed appreciably by the addition of a third lane on the bridge. It appears that it would be preferable to permit vehicles from the ramp to enter 39th in their own lane without stopping, even if it resulted in some additional vehicles waiting at a light change at Sandy Boulevard. It would also permit vehicles from the expressway which wish to turn right onto Halsey Street at the north end of the structure to make this turn without first merging with the main traffic stream on 39th. This off ramp, which shows a VPD of 500, might also during peak hours relieve congestion at 39th and Sandy. The third lane on the bridge would facilitate the turning movement. It would appear that the only alternative to an acceleration lane on the bridge is to halt traffic at the top of the ramp via traffic lights, which the State proposes to do.

It is noted that the city is purchasing right of way north of Halsey as a preliminary to construction of a grade separation at Sandy. When this is constructed, it may be six lanes in width, or the outside

NOTED
State Highway Engineer

east lane may serve as an entry for a right turn onto Sandy. These points have not as yet been determined, but in either event a third lane on the bridge would be a distinct advantage even if the Sandy Underpass is only four-lane design, since an acceleration lane will be required for traffic leaving the Banfield Expressway. However, the chief objection which we have to the State's plan is the stopping of ramp traffic on this curved approach (about a 4.5% grade and 75' radius). It would appear that the chief reason for a traffic light at the top of the ramp is that ramp traffic would have extreme difficulty in merging with 39th Ave. traffic on the 5.7% grade on that street.

Addition of a third lane need not affect the radius of the ramp curve since this curve can be shifted east without purchase of additional right of way or encroachment on Senate Street. We had suggested as an economy measure that the east sidewalk on the structure be eliminated since it would in any event produce pedestrian hazard at the ramp entrance. The pedestrian crossing on the west side at 39th and Senate is, however, just about as hazardous.

Item 2:

The slight gain in radius would not, as Mr. Baldock states, increase speed or capacity. It would, however, better serve the largest commercial vehicles and probably would not result in any appreciable increase in cost.

Item 3:

Our objection here is that plans for the Sandy Underpass are very indefinite, and it could be 20 years before this structure is built. If congestion at Sandy becomes intolerable, the date might be advanced. Our thought was that the flatter grade would better serve traffic in the interim and would be worth the additional cost of removal at some future date to provide for the underpass. It is believed that this grade change could be effected without changing the structure design. However, there would be difficulty at the restaurant parking lot, and it is doubtful if the city could provide additional funds.

Item 4:

The denial of a left turn movement at Senate and 39th is necessary, and we note that this will be done, although it would have been possible and probably desirable to provide a left turn for that part of the indicated 4,700 VPD wishing to enter the eastbound expressway at Senate Street. It is noted that the major traffic from Sandy Boulevard will be via 37th Ave. and this will cross 39th Ave. on a signal change at 39th.

The statement in your March 24 memo that the 39th Avenue structure will have to be designed to include width for a deceleration lane apparently refers to such a lane on the expressway. The 39' shown on the preliminary plan sent you provides under present conditions for a deceleration lane as near as we can tell since this highway is being designed as a four-lane facility. Thus a 15' paved lane is provided on the right of the eastbound 24' travelway for traffic turning onto the 39th Ave. ramp. However, when the facility west of 82nd Ave. is utilized as a six-lane highway, as has been indicated, it is true that there will be no deceleration lane for the 39th Ave. ramp. That possibly was what you were referring to. The question as to whether provision in the overcrossing structures should be made for this eventuality has not arisen. Possibly it should be provided for on structures yet to be built.

We believe there would be a distinct advantage in providing a third lane on the east side of the structure, and we are referring the matter to you for your advice as to its importance. An early reply would be appreciated."

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

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OFFICE OF
STATE HIGHWAY ENGINEER

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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 8, 1955

SUBJECT: 39th Street Viaduct

To:

Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Please find enclosed herewith 10 copies of a proposed agreement with the City of Portland for the construction of a viaduct over T. H. Banfield Expressway to connect N. E. 39th Street and Sandy Boulevard together with connections to the Expressway.

The agreement was originally requested by letter of Mr. Forrest Cooper dated December 29, 1954, and has been prepared in accordance with data furnished by Mr. Cooper and Mr. Paxson. A draft in the form as now prepared has been approved by them.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By G E Rohde
G. E. Rohde
Chief, Office Section

GER:mab

Attach:

RECEIVED
APR 11 1955
OFFICE OF
STATE HIGHWAY ENGINEER

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APR 6 1955
FOR FILING

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4588

April 5, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of March 18 raising four questions relative to the preliminary plans for the 39th Avenue undercrossing in Portland. All of these questions received thorough study before the preliminary study was submitted to your office. The considerations leading to our decisions are as follows:

1. This has to do with your suggestion that an additional 12-foot lane be provided on the east side of 39th Avenue to give three lanes northbound and two lanes southbound. This additional traffic lane would have some advantages, but the advantages are nullified by other features of the project to such an extent that they do not justify the additional cost.

Under the present program 39th Avenue comes into Sandy Boulevard at grade, and a fixed-time-interval signal will be necessary at that intersection. The northbound approach of 39th Avenue has been widened to 38 feet to provide three lanes for storage of vehicles waiting the signal. More than three lanes would cause a pile-up of vehicles trying to make the right turn on the signal at Sandy Boulevard. Using the capacity data from Figure 27, Downtown Area, page 86 of the Highway Capacity Manual, for a 38-foot street at the signal, the indicated capacity is about 3,200 vehicles per hour of green-light time. Sandy Boulevard is a major street, and not more than 50 per cent of the time can be assigned to 39th Avenue. This gives a capacity of 1,600 vehicles per hour leaving 39th Avenue. The two northbound lanes that we propose on the structure have a capacity of at least 3,000 vehicles per hour, well in excess of the capacity of the intersection at 39th Avenue and Sandy Boulevard. Computations likewise disclose that with a three-phase traffic-actuated dispatching-type signal at 39th Avenue and Senate Street, this intersection will handle the DHV-20 traffic adequately. Traffic on this structure is estimated to be 1,840 DHV-20. In consequence, the plan will provide a capacity well in excess of the 1975 requirements insofar as the width of the structure itself is concerned. The control is the intersection of 39th Avenue and Sandy Boulevard, which will nearly handle this traffic 20 years hence, and the plan contemplates a separation of these traffic streams sometime in the future.

The adding of an additional lane on the east side of the structure will reduce the radius of the curve on the ramp leading from the Expressway or eliminate the transition from curve to tangent now provided. It will also make necessary a sharper curve on the northeasterly ramp serving the minor traffic movement from 39th Avenue to Halsey Street. Likewise, the additional lane would increase the difficulty of weaving across traffic to make the turn onto Halsey Street as there would be an additional lane to cross. The merging of incoming traffic, which appears to concern you, will not be a problem as a three-phase signal will be installed at the Senate Street crossing tied in with a signal at the top of the ramp. This will not allow traffic to enter from the Expressway when traffic is moving in from 39th Avenue. This is shown on the attached sketch—traffic entering from the Expressway on both the red and blue phases and from 39th Avenue on the green phase only.

2. We are not providing a parking lane on Senate Street. The pavement width is now 28 feet, and we now have only 4 feet between the curb on the ramp and the curb on Senate Street to allow for the retaining wall and necessary clearances from the curbs to the wall. While it is possible to eliminate the landscaped area on the north side of Senate Street, the gain in radius will not permit any higher speed or increase the capacity of the ramp.

3. The 7.6 per cent grade on 39th Avenue is not excessive in comparison to similar short sections of gradient on many urban streets elsewhere in Portland, which historically have not caused any difficulty. This project is primarily a City project. The City is purchasing all property lying north of Halsey Street and is also cooperating to the extent of $75,000 in the construction cost. The City is not in a condition to increase its contribution. The 7.6 per cent grade not only allows the future underpass of Sandy Boulevard but also fits the grade of 39th Avenue between Halsey Street and Sandy Boulevard. If a higher grade line were temporarily laid on this section, an embankment of considerable height would be necessary. There is a restaurant building facing Sandy Boulevard and 39th Avenue with a parking lot in the rear of the building. Entrance to the parking lot would be interfered with by such an embankment. The increased right-of-way costs, including grade change damage, would fall upon the City and would probably be a rather large amount. The higher grade line would, moreover, introduce some structural difficulties. The vertical curve has been carried back onto the structure in order to reduce the grade to 7.6 per cent. Any grade change would affect the structure and make it difficult to meet the grade necessary to underpass Sandy Boulevard when the future improvement is required.

4. There will be no left turn permitted at the intersection of Senate Street and 39th Avenue. Traffic west of 37th Avenue destined for the Expressway eastbound would be routed via 37th Avenue and Senate Street to the Expressway. This will be the major traffic stream from Sandy Boulevard. The lesser amount of traffic originating east of 39th Avenue and

destined for the Expressway eastbound will be routed south over the 39th Avenue structure to Wasco Street, right on 37th Avenue, right on Senate Street and thence to the Expressway. The storage area from the Expressway to 39th Avenue and on 39th Avenue from the ramp connection to Sandy Boulevard is more than ample to prevent any stoppage of the through traffic lanes on the Expressway proper under any conceivable condition.

Your early approval of this project, in accordance with the plans submitted, will be appreciated because we are very desirous of opening the Banfield Expressway to a connection with Sandy Boulevard this fall, and the completion of this structure on 39th Avenue is necessary to gain this objective.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

RHB:lg

cc) Mr. A. C. Williams
Mr. [illegible]
Mr. [illegible]

March 29, 1955

NOT
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our previous verbal notification that Items 37 and 40, seventh supplemental program, Federal-aid Urban Highway Funds, were approved effective March 24, 1955.

The following is quoted for your information from Acting Deputy Commissioner G. M. Williams' March 24, 1955 memorandum CH-1.2 to Division Engineer F. E. Andrews relative this program:

> "The projects involving Federal participation in the above funds, as listed in Stage 2 of the seventh supplemental program, submitted with your memorandum of March 18, 1955, areapproved effective March 24, 1955, with the exception of Items 38 and 39, Projects U-199(9) and UI-323(11), respectively.
>
> This supplemental program, as approved, contains one highway planning survey project and one construction project (Items 37 and 40), covering improvements on 0.54 of a mile of roadway and bridge, at a total estimated cost of $349,000, with Federal-aid urban funds requested in the amount of $209,807. Of these Federal funds $20,807 is requested for highway planning survey project included in this submission.
>
> After approval of this submission, the records of this office show the State's unprogramed balance of Federal-aid urban funds to be $1,474,688.
>
> Approval of Items 38 and 39 is being deferred in accordance with your recommendations, pending additional studies and discussions with the State and your further recommendation. We agree that the design for the over-all improvement proposed for S.E. 82nd Avenue in Portland under Item 38 is inadequate and every effort should be made to improve the section by increasing lane widths and assuring proper protection at the hazardous railroad crossing. In connection with the 39th Street overcrossing of the T. H. Banfield Expressway, the approved Interstate

Original to
Mr. [illegible]

route, our records for Item 39 will be revised to show the 'UI' in the project designation. The introduction of additional connections to the Expressway in this area will have an effect on the traffic operation. Adequate signing will have to be provided and speed-change lanes of sufficient length included to prevent the slowing down of traffic on the through traffic lanes. The overcrossing at N.E. 39th Street will have to be designed to include width for a deceleration lane. The volume of traffic northbound on 39th Street may also require additional structure width to permit the proper merging of traffic from the Expressway.

Item 40 is a project being jointly financed with Item 180 of the eighteenth supplemental primary program submitted with your memorandum of March 18, and both are being given concurrent approval."

Very truly yours,

C. G. POLK
District Engineer

RECEIVED
MAR 30 1955
OREGON
STATE HIGHWAY COMMISSION

FORM E30—80M—4-54—74286

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 28, 1955

SUBJECT: Projected Interchange
NE 39th and Banfield Expressway

To: G. S. Paxson
Asst. State Highway Engineer
Office

I have reviewed enumerated comments in Mr. Polk's letter to Mr. Baldock of March 18th last, and my comments with reference the afore-enumerated items are set down hereinafter.

1. This item has to do with the need for widening of the structure such as to provide an extra 12 ft. lane on the easterly side thereof. Insofar as the structure proper is concerned, the addition of the third lane for northbound movement on the structure might be required from a capacity standpoint. However, I believe that if we consider the over-all interchange facility inclusive of independent ramps, signalized intersections, et cetera, that on the premise that any over-all facility is going to be no better than its weakest link, that the signalized intersection at 39th and Sandy will be the control capacity-wise.

   On the northbound approach from the structure to Sandy Boulevard we noted that a 38 ft. width has been provided in an effort to ease, so to speak, the capacity situation at the signalized intersection at Sandy. Such transverse dimension will permit three lanes of traffic to "break out" at the signal. Using capacity data from Figure 27,--Intermediate Area, Page 86 of the Highway Capacity Manual for a 38 ft. street, the capacity as indicated is some 2800 vehicles per hour of green light. Assuming 50 per cent green time at the signal, the capacity at this approach for northbound movement will be 1400 vehicles per hour. With respect to traffic forecasts, the 1971 traffic is estimated at 18400 ADT. The design hour will amount to 10 per cent of the ADT or 1840 vehicles per hour. On the two free running lanes on the structure proper 2000 vehicles per hour can be accommodated--capacity level somewhat in excess of the anticipated 1840. However, these 1840 vehicles per hour are somewhat in excess of the 1400 per hour capacity at the signalized intersection at Sandy Boulevard. Therefore, it would appear that about the only thing the extra lane would serve would be for storage of vehicles during the maximum condition.

It should be emphasized that the 1971 traffic projection figures as used hereinabove do not contemplate the ultimate development of the north-south freeway and should such be developed, it is not anticipated that it would fall on the existing line of NE 39th with the interchange andconnection being a link in such future Freeway development.

2. It is suggested that the radius for the loop ramp for the Banfield to 39th movement be increased from 74 ft. to 80 ft. It is further suggested that to accomplish this, the parking lane on the north side of Senate Street be eliminated. There is a large Church on Senate Street in the vicinity of this ramp connection with resultant high parking demands during the time of church activities. It is believed that the slight increase in radius that would be accomplished would not be worth making the change with the resultant aggravation of the parking situation.

3. I am inclined to concur in the Bureau's thoughts regard revision in the N-N Line, namely, that we forego the thought of accommodating a future underpass of Sandy Boulevard, which arrangement requires a 7.6 grade on the N-N Line. The ultimate development of the underpass of Sandy Boulevard would appear to be something many years in the future and in the interim we would have a rather bad situation with the steep grade during icy conditions which traffic must "live with."

4. It is suggested that a left-turn refuge be provided for southbound traffic at the intersection of Senate and 39th. Signalization of this multi-legged intersection is going to be difficult at best and in order to afford some simplification it is the intent to prohibit all left turns at the intersection. With such prohibition any movement from north to east at this intersection would be routed west on Sandy, south on 37th and east on Senate making a straight cross movement on Senate through the intersection in question. It may be said from O & D Studies that the principal traffic wishing to make this movement to the Expressway originates west of 37th Avenue. The relatively small increment of traffic originating east of 37th and desiring to move eastbound on the Expressway can move over existing east-west streets to a point of access to the east or if they so desire, can move south on the structure and loop back on Wasco, 37th and Senate. I certainly believe that it will be a disaccommodation to a very small number of motorists to prohibit left turns at Senate and 39th and unless such are eliminated, it would appear from studies made that it would get into a four-phase signal with its inherent delays.

FBCrandall
F. B. Crandall
Traffic Engineer

FBC:jr

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG. -
SALEM, OREGON -

March 18, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Following a review of the preliminary plans and a site inspection of Project U-323(11), 39th Avenue Underpass on the T. H. Banfield Expressway, by engineers of our District and Division offices we offer the following recommendations:

1. Traffic on the southeast ramp from the expressway to the 39th Ave. Overcrossing in the 1951 estimated ADT volume of 4400 vehicles must merge directly with an estimated 4800 V.P.D. in the two traffic lanes. No acceleration lane or extra width for merging is provided. It is believed that this will create an impossible traffic situation at peak hours, under winter conditions, and with the traffic increase anticipated upon completion of the Banfield Expressway. It appears that traffic using this ramp would be forced, during peak hours, to stop in order to permit ramp vehicles to merge with the through traffic. With traffic signals at Senate Street and at Sandy Boulevard halting N.E. 39th traffic at intervals, traffic jams at the ramp could well develop, with congestion accelerated on the 4%± grade during frosty weather or winter conditions. It would seem imperative that this exit traffic be kept moving at all times to avoid congestion on the Banfield Expressway. In addition to merging, there is also a small indicated weaving traffic caused by those vehicles which turn east at the north end of the structure. We believe that an extra 12' lane carried entirely across the east side of the bridge is necessary as a merging and weaving lane. In later years when double the traffic is anticipated, this change will become even more essential to preserve full capacity and reduce traffic hazard. In order to effect such a change in plans with economy and to avoid possible necessity for the securing of additional right of way, it might be feasible or suitable to eliminate the east sidewalk on the structure. It is possible also that some adjustment could be made in structure center line location to better effect the recommended change.

2. Study is suggested looking to an increase in ramp radius. This is now 74' and observation on the ground indicates a

possibility of increasing this to 80' if the parking lane on the north side of Senate St. were eliminated. Any increase in this radius seems very desirable since with a 74' radius an average running speed of only 15 m.p.h. is indicated as a safe speed. It probably will be impossible or undesirable to place much super on this ramp.

3. It is noted that the 7.6% grade on Line N-N, 39th Avenue is planned to conform to the city's ultimate idea to by-pass Sandy Boulevard and probably Broadway at some future date. Since the Sandy underpass may never be built and quite certainly not within 10-15 years it would appear desirable to build the approach without regard to such a future plan in order not to subject the heavy traffic, which will develop upon completion of the Expressway, to this steep grade. It would appear that any future additional expense in removing pavement and excavation for an ultimate Sandy Underpass approach would be justified, as compared with the burden placed on heavy traffic possibly for many years by the steeper grade.

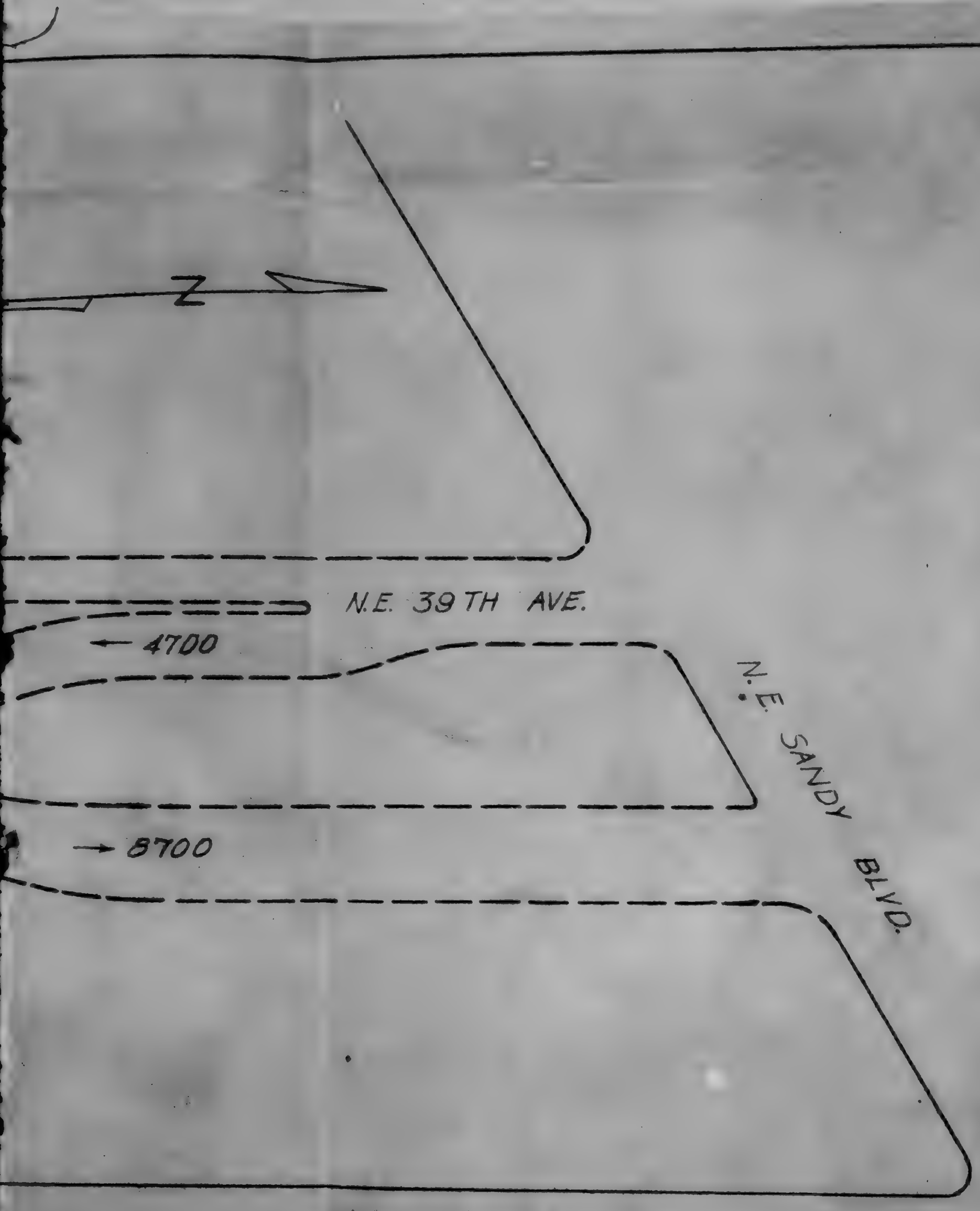
4. It appears that a left turn movement will be necessary at Senate and N.E. 39th. The volume is not apparent from the preliminary sketch, but it could possibly be a considerable portion of the 2500 shown on the entrance ramp from Senate to the Banfield Expressway. It is believed a left turn storage lane at Senate and 39th should be provided for traffic turning from 39th to this entrance ramp. This could be accomplished by widening 39th at the intersection a minimum of 12' with two lanes of through traffic deflected slightly to the right around the left turn lane. Two feet of the storage lane could be provided from the 4' median. While this storage lane would result in some extra cost, it is believed that such provision is warranted by reason of the accident rate developed at intersections where left turns are made from a through traffic lane, not to mention the inconvenience to traffic and reduction in capacity resulting from that method of left turn movement.

It is realized that the suggested revisions will substantially increase the project cost. However, we feel they are warranted and are necessary to provide adequate traffic service.

Very truly yours,

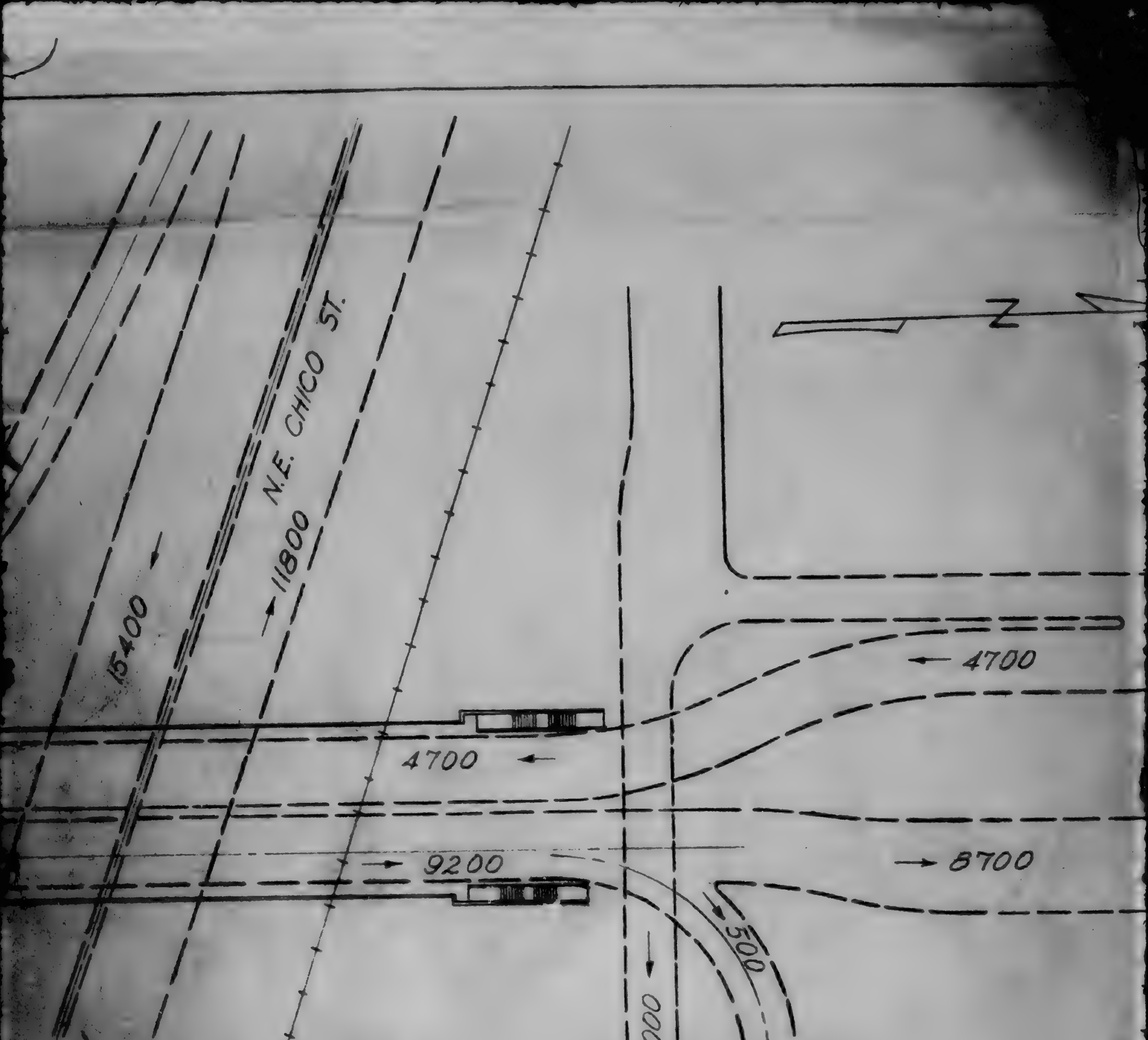
C G Polk

C. G. Polk
District Engineer


N.E. 39TH AVE.
← 4700
N.E. SANDY BLVD.
→ 8700
N.E. 40TH AVE.

OREGON
STATE HIGHWAY COMMISSION
BANFIELD EXPRESSWAY UNDERCROSSING
39TH AVENUE
TRAFFIC PATTERN

MARCH 30 1955
BRIDGE NO. 7042
DRAWING NO. 7042 A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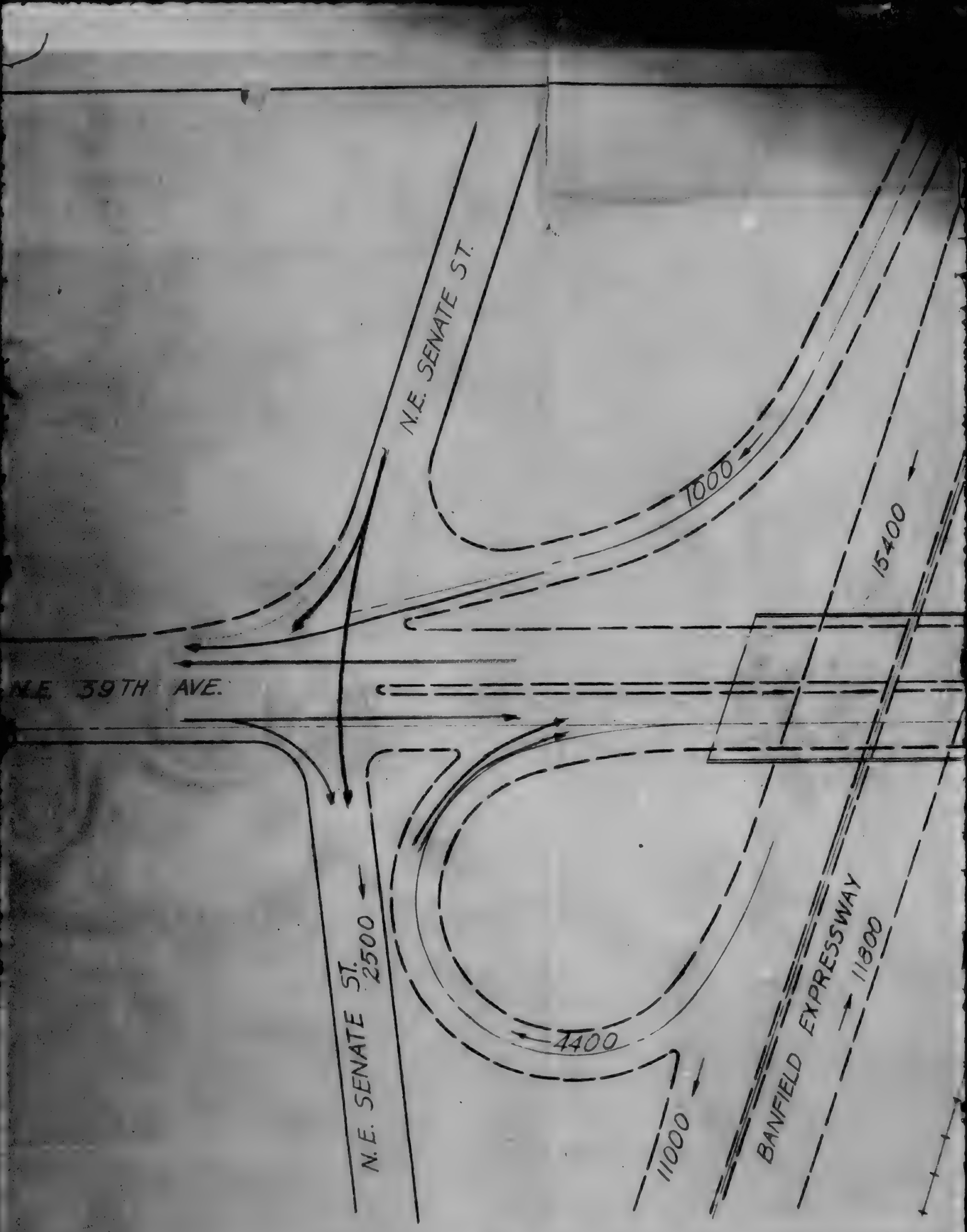
FIELD EXPRESSWAY
11800
4700
4700
9200
8700
2000
500
N.E. HALSEY ST.
MARCH 3


N.E. SENATE ST.
1000
15400
N.E. 39TH AVE.
N.E. SENATE ST.
2500
4400
11000
BANFIELD EXPRESSWAY
11800

RECEIVED
MAR 9 1955
FOR FILING

March 3, 1955

Mr. G. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In response to your letter of February 21 concerning the proposed undercrossing at 39th Avenue on the Banfield Expressway, we are enclosing a small scale map showing expected traffic movements on the streets and roads affected by the improvement.

As regards the effect the undercrossing will have on the proposed alternate north-south Interstate Highway route across Portland, we can say that it will have no effect as the alternate Interstate Route reffered to will not be on 39th Avenue in the vicinity concerned. Building of the alternate Interstate Route will in no case eliminate the need for the undercrossing on 39th Avenue as 39th Avenue will always be needed to serve local traffic.

Very truly yours,

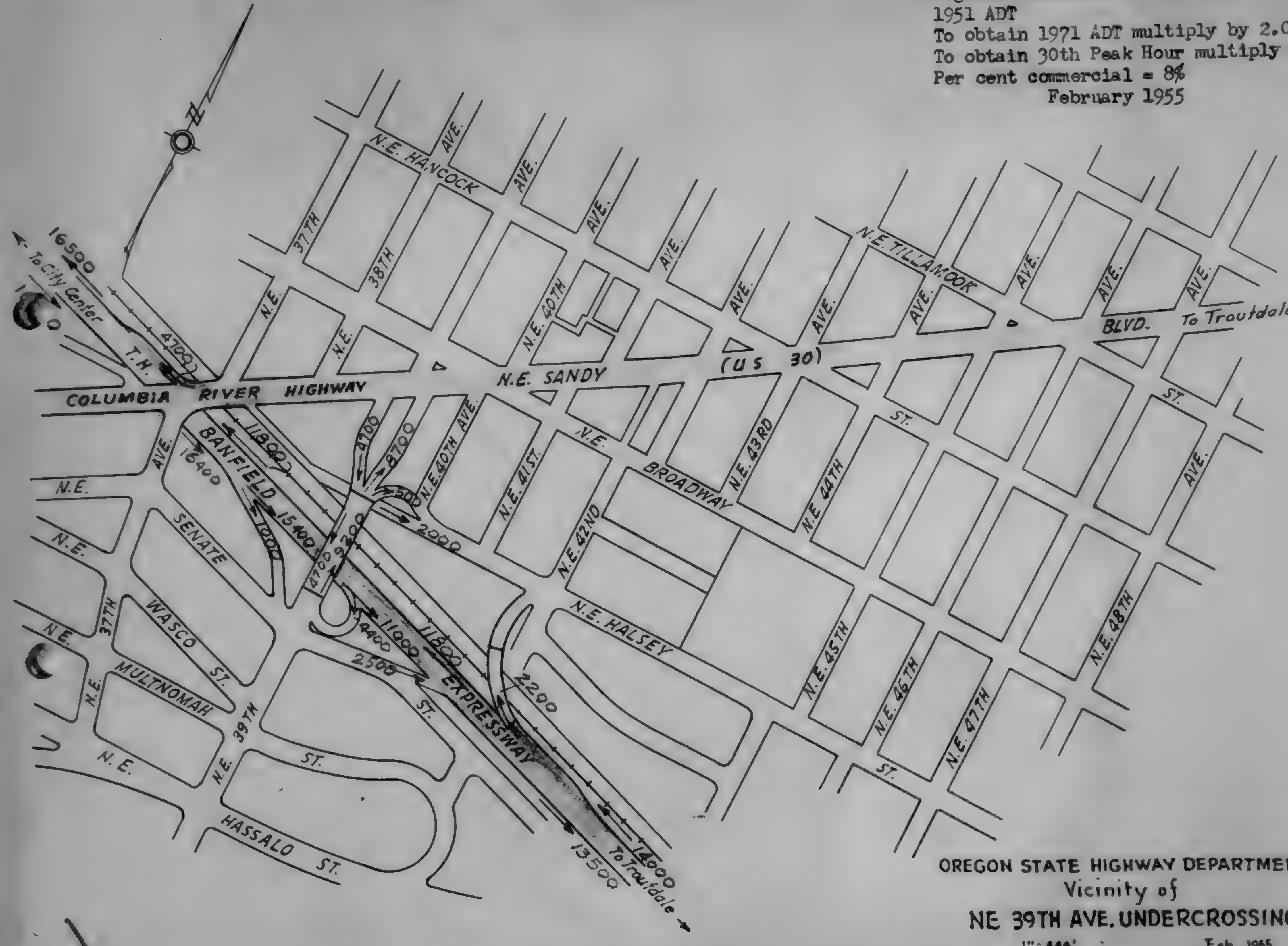
R. H. Baldock
State Highway Engineer

By

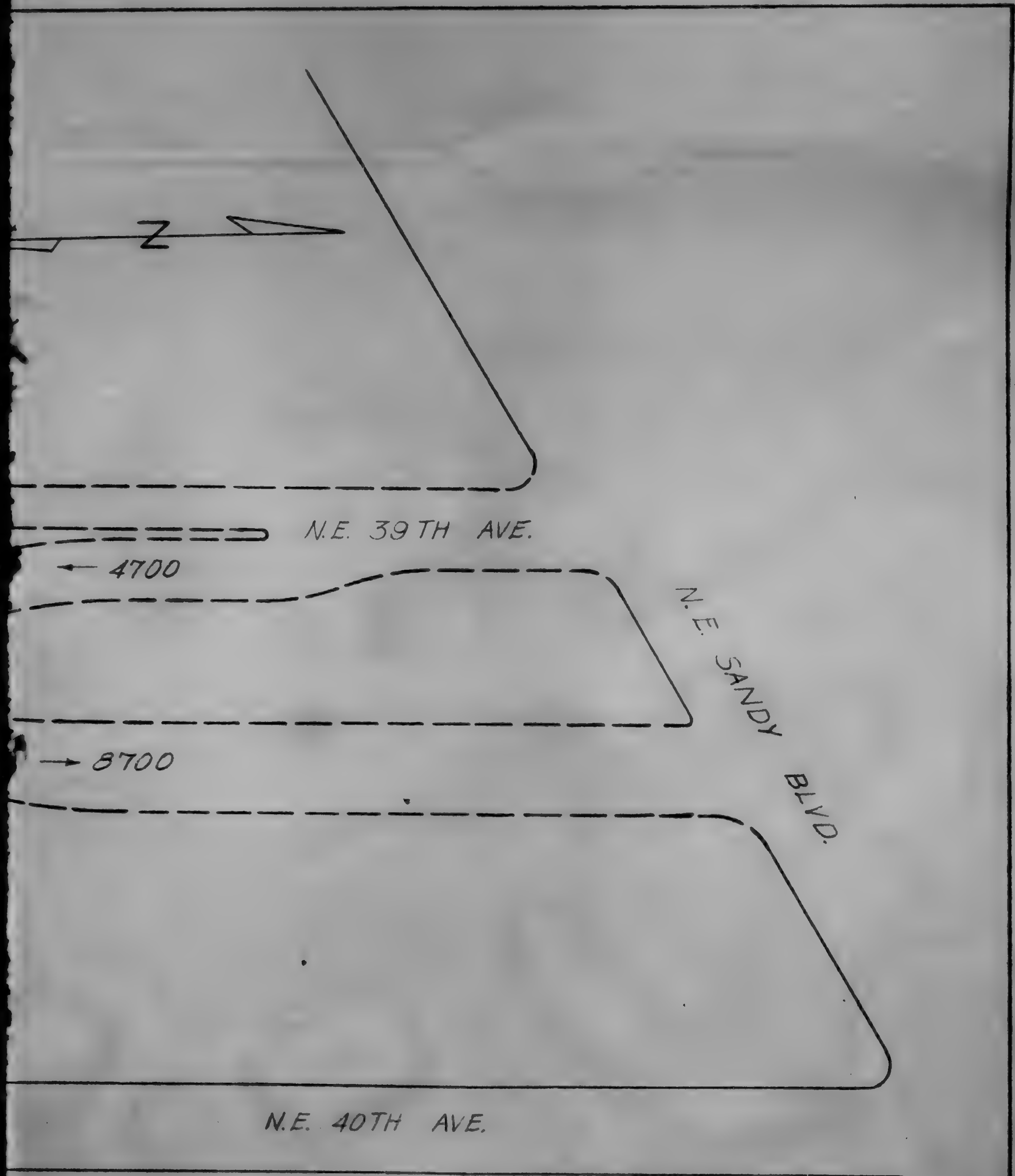
W. C. Williams
Deputy State Highway Engineer

SHP:eh

Figures indicated in red are estimated
1951 ADT
To obtain 1971 ADT multiply by 2.00
To obtain 30th Peak Hour multiply by 10%
Per cent commercial = 8%
February 1955

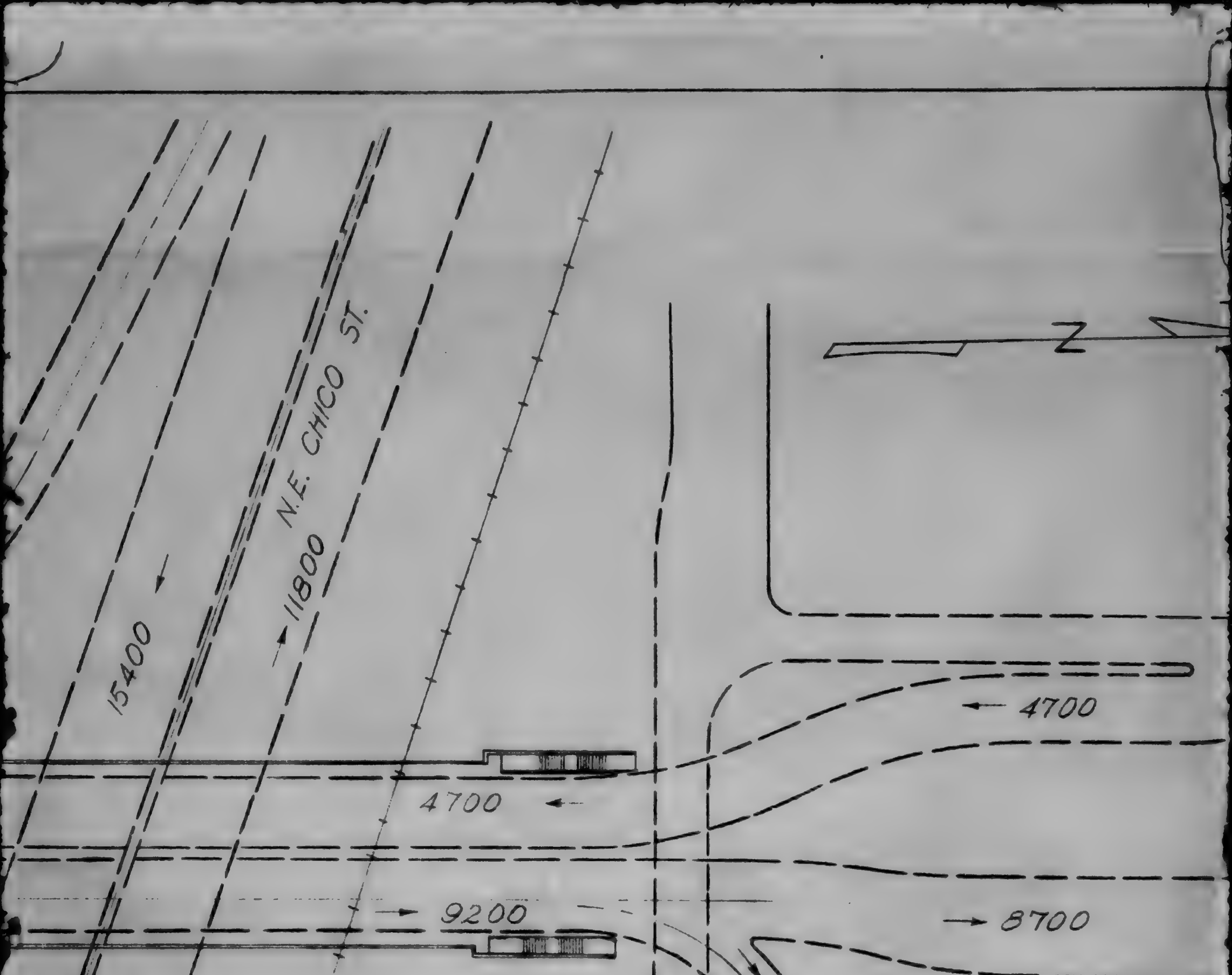

16500
To City Center
4700
T.H.
COLUMBIA RIVER HIGHWAY
N.E. SANDY
(US 30)
BLVD.
To Troutdale
N.E. HANCOCK AVE.
N.E. TILLAMOOK AVE.
N.E. 37TH
N.E. 38TH
N.E. 40TH
N.E. 40TH AVE.
N.E. 41ST.
N.E. 42ND
N.E. 43RD
N.E. 44TH
N.E. 45TH
N.E. 46TH
N.E. 47TH
N.E. 48TH
N.E. BROADWAY
N.E. HALSEY ST.
BANFIELD EXPRESSWAY
16400
11800
15400
1000
4700
9200
4700
8700
500
2000
11000
9400
2500
11800
2200
13500
14000
To Troutdale
N.E. SENATE ST.
N.E. WASCO ST.
N.E. MULTNOMAH ST.
N.E. 37TH AVE.
N.E. 39TH
HASSALO ST.

OREGON STATE HIGHWAY DEPARTMENT
Vicinity of
NE 39TH AVE. UNDERCROSSING
1" = 400'
Feb., 1955


Z
N.E. 39TH AVE.
← 4700
N.E. SANDY BLVD.
→ 8700
N.E. 40TH AVE.

OREGON
STATE HIGHWAY COMMISSION
BANFIELD EXPRESSWAY UNDERCROSSING
39TH AVENUE
TRAFFIC PATTERN

MARCH 30 1955 BRIDGE NO. 7042 DRAWING NO. 7042 A


N.E. CHICO ST.
15400
11800
EXPRESSWAY
11300
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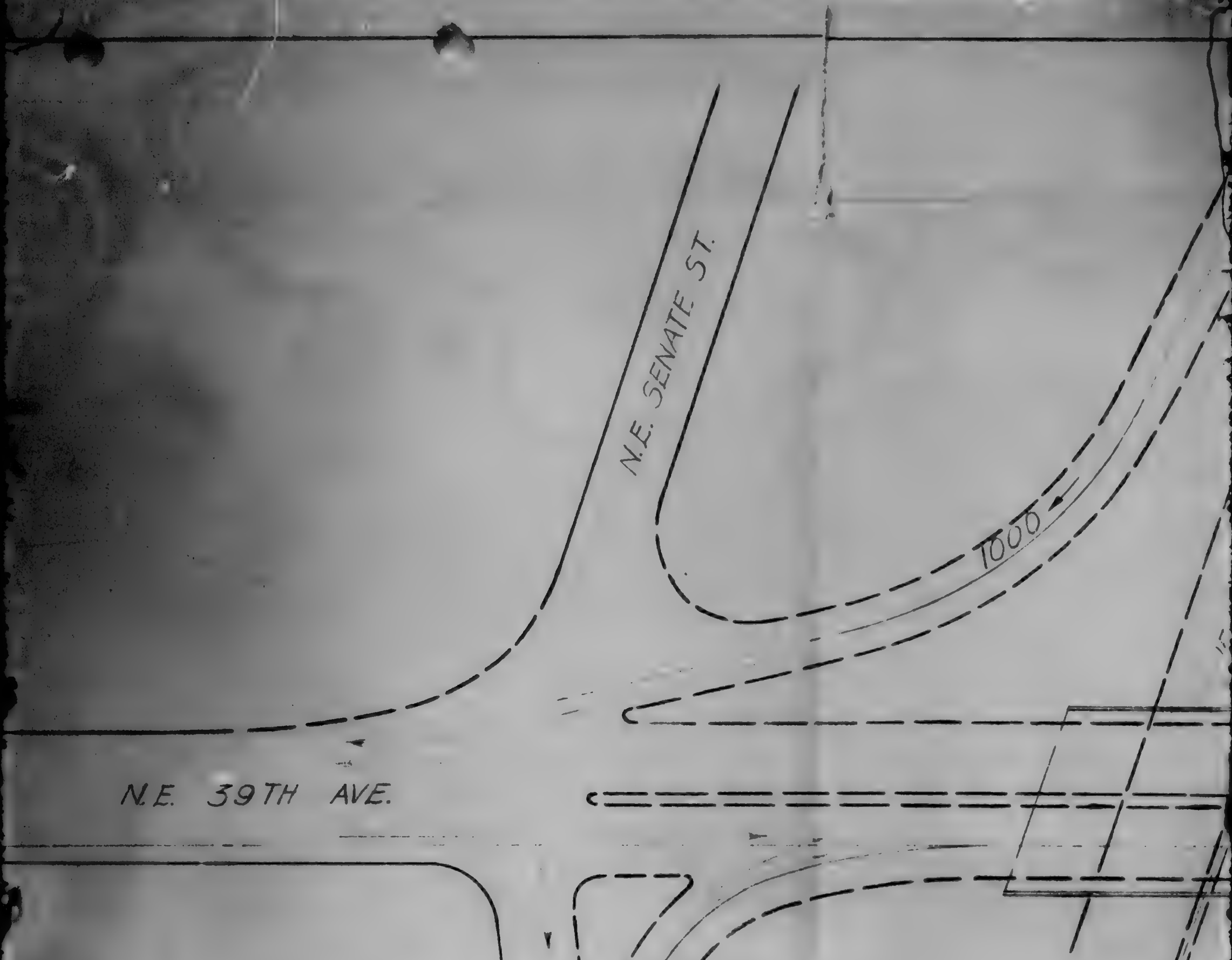
4700
9200
8700
500
2000
N.E. HALSEY ST.
N.E
B

MARCH 30


N.E. SENATE ST.
1000
N.E. 39TH AVE.
N.E. SENATE ST.
2500
4400
11000
BANFIELD EXPRESSWAY
11300

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

REFERRED TO
Probert
BY DEPUTY STATE HIGHWAY

February 21, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In addition to the recently received preliminary plans for the proposed Banfield Expressway Undercrossing at 39th Ave. in Portland, we need the following:

1. A traffic flow map showing estimated traffic movements for the various streets and roads affected by the improvement.
2. A statement commenting on the effect this improvement will have on the proposed alternate north-south Interstate Highway route on 39th Ave.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
FEB 21 1955
STATE HIGHWAY COMMISSION

cc: W. C. Williams ✓

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 28, 1954

SUBJECT:

To: Mr. C. W. Enfield
Chief Counsel

NOTED
W. C. WILLIAMS

In connection with the construction of the 39th Street viaduct in the City of Portland, an agreement is necessary. I will give you herewith the general terms of the agreement and ask that you have such an instrument prepared. The parties involved are the City of Portland and the Highway Commission.

The location of the improvement would be the extension northerly of 39th Avenue from N.E. Senate Street across the Banfield Expressway, the tracks of the Union Pacific Railroad, Halsey Street and terminating at N.E. Sandy Boulevard. The structure and ramps are to provide four travel lanes, two north bound and two south bound. The structure will cross the Banfield Expressway at Station 132+5285 and the Union Pacific main line track at Station 163+6907.

The City of Portland is to acquire all right of way from the north line of N.E. Halsey Street to Sandy Boulevard and make it available for the improvement without cost to the State, the City to assume all expense occasioned by change of grade, necessary slope easements, if any, moving of sewers, water mains, gas mains and all other structures and things of any nature. The City is to pay to the State of Oregon in cash the sum of $75,000. (The original agreement called for the money to be paid $25,000 each in the years 1953, 1954 and 1955.) The City is to maintain the structures and ramps. The City is to install and maintain all necessary traffic lights.

The State is to acquire all necessary right of way and easements southerly from Halsey Street except properties owned or controlled by the City of Portland, and to build at its own expense the entire facility. The State will handle the necessary negotiations and easements from the Union Pacific Railroad Company.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:jv
cc: W. C. Williams ✓

RECEIVED
FOR FILING

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 23, 1954

SUBJECT:

answered verbally
WCW

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

You recently requested that I take the necessary steps to have an agreement prepared covering the construction of the 39th Avenue viaduct on the Banfield Expressway in Portland. Before proceeding, I would like to have a few points clarified.

Mr. Baldock's letter to the Commission, dated May 19, 1953, says: "The City has agreed to extend some cooperation . . . . the amount of its cooperation is approximately $121,500 which would consist of the acquisition of all of the right of way on 39th Avenue north of the Banfield Expressway . . . . and the payment of $75,000 in cash, such payments to be made in the sum of $25,000 each in the years 1953, 1954 and 1955."

Your file contains a letter from William A. Bowes, dated May 4, 1953, in which he says substantially the same thing with the following exception; I quote from Mr. Bowes' letter: "In addition, the City of Portland will secure and pay any costs for rights of way, change of grade, or slope easements necessary on Northeast 39th Avenue from the north line of Northeast Halsey Street to the south line of Sandy Boulevard".

While there is but little right of way involved southerly from Halsey Street, there are several other considerations of moment as follows: The easement from the Union Pacific Railroad for the structure. The cost of re-arranging gas and sewer lines, and, in addition, the City has now requested that we bear the cost of revising water mains, gas mains and sewers at an estimated cost of $14,100.

Will you please inform me re these items so that I may get the proper information in the agreement.

RECEIVED
DEC 23 1954
OFFICE OF
STATE HIGHWAY ENGINEER

FC:JV

Forrest Cooper
Ass't. Construction Engineer

FORM E-30X 37½ 3-54 73730

41-323(11)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1954

SUBJECT:

To:
Mr. Frank Young
Ass't. Division Engineer
State Highway Dept.
Box 4699, Sellwood Sta.
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Referring to the request of the City of Portland for a change in the northerly end of the 39th Street-Sullivan Gulch viaduct, I wish to advise that their so-called Plan "D" is acceptable to the Highway Department.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams ✓

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 10, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

The City of Portland has asked our approval of a modified plan for the north end of the viaduct and ramps at 39th Avenue and Banfield Expressway. They have submitted a plan (Plan "D") which I hand to you herewith and I also attach a copy of the original plan (Plan "A") for your perusal.

Mr. Crandall and I see no objection to their proposal. Should it meet with your approval, I suggest that a letter be directed to the City Engineer of Portland approving the change.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

Encls.

cc F. B. Crandall

OK
WCW

RECEIVED
JUN 22 1953
FOR FILING

41-533 (11)
11588

June 19, 1953

Mr. L. G. Apperson
City Engineer
Portland, Oregon

Dear Sir:

Enclosed herewith are two sheets on which are indicated plan and profile of the proposed 39th Street Overcrossing and traffic interchanges with the Banfield Expressway.

I believe that the plan as now developed is in conformance with our mutual understanding, and I will appreciate your advice as to approval of the plan as now prepared by the City of Portland.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

Encl.

cc Mr. H. G. Smith
Mr. G. S. Paxson

[illegible]IVED
MAY 18 1953
FOR FILING

[illegible]
[illegible]

May 15, 1953

Oregon State Highway Commission

Gentlemen:

The City of Portland has long objected to our manner of making connection from the Banfield expressway to the Hollywood district in northeast Portland. We had originally proposed a ramp that would connect to Sandy Boulevard from the expressway at N. E. 37th Avenue. It is the City's contention that the amount of traffic merging at the end of the Sandy Boulevard overcrossing of the Union Pacific railroad would create traffic congestion. They have insisted that an overcrossing should be constructed at 39th Avenue and the connection from the Banfield expressway be made to 39th Avenue. We have made a considerable study of this matter, and it is apparent that there would be some congestion if traffic were routed onto N. E. Sandy Boulevard at 37th Avenue. We then investigated the feasibility and cost of constructing the overcrossing at 39th Avenue with connections thereto. This cost, we find, is $290,000 for construction, plus approximately $46,500 for right of way on 39th Avenue. Under the original plan of widening the existing Sandy Boulevard structure the cost to the State would have been $76,000, so that the additional cost is $260,500. The City has agreed to extend some cooperation if the 39th Avenue overpass is constructed with the Banfield expressway. The amount of its cooperation is approximately $121,500, which would consist of the acquisition of all the right of way on 39th Avenue north of the Banfield Expressway, and the payment of $75,000 in cash, such payment to be made in the sum of $25,000 each in the years 1953, 1954 and 1955. It would be approximately 1955 by the time the work is completed, so that the City would make payment about as the work progresses.

The construction of the overcrossing at 39th Avenue would be of considerable advantage, and it will also satisfy the Hollywood group, which now is considerably opposed to the connections planned. This is about the only controversy left relative to manner of connections to and from the Banfield expressway, and I recommend to you that we enter into an agreement with the City whereby we will construct the 39th Avenue overcrossing with connections thereto and the City will pay $75,000 in cash, as is hereinbefore outlined, and acquire the necessary right of way north of the Banfield

Expressway. I have recommended to you in another item on the May agenda the allocation of $400,000 savings on Unit 5 of the Banfield Expressway, to Units 3 and 4, on which the 39th Avenue overcrossing is located. This additional allocation will more than cover the additional cost of the 39th Avenue crossing.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. C. H. Maison

WCW:me hi

RECEIVED
MAY 13 1953
FOR FILING

u.1.3[illegible](11)
4528

May 11, 1953

Mr. L. G. Apperson
City Engineer
Portland, Oregon

Dear Sir:

I am sending you a map and two profiles indicating a layout at 39th Avenue which I believe conforms with the agreement arrived at in the discussion between you, Mr. Fowler, Mr. Skelton, and myself recently. You will note that there is some difference between our plan and the one you have just submitted to Mr. Baldock with Commissioner Bowes' letter. This difference is that the turnoff from the 39th Avenue bridge onto Halsey Street is on the north side of Halsey Street, and Halsey Street itself will be depressed on the southerly half for the one-way traffic eastbound. You will recall that we agreed to the ramp connection to the north portion of Halsey Street in order to eliminate the necessity of buying the large building located in Lot 1, Block 44.

You will also note that on the typical section "Section A-A, Halsey Street" provides only an 18-foot width for the ramp going down to Halsey Street and you discussed a 24-foot width. I fail to understand why a 24-foot width is necessary, as certainly one lane of traffic can handle all of the traffic that will turn east onto Halsey Street, but if you deem it necessary to have more than an 18-foot width we can at a small cost gain the additional width but, if so, will have to decrease the 22-foot width of the depressed southerly portion of Halsey Street. Would you be agreeable to a 20-foot width for each? There is not sufficient street width to gain much more than 40 feet of width for both the ramp and depressed section.

I would appreciate your checking over these plans and if they are agreeable have a new map prepared for approval by yourself, Mr. Fowler, Mr. Baldock, et cetera.

We are anxious to proceed with our design on this project, and I will appreciate your early advice.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me

RECEIVED
1953
FOR FILING

WILLIAM A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

1851

Files

G. J. LINDSTEDT
ASSISTANT TO COMMISSIONER
L. G. APPERSON
CITY ENGINEER

CITY OF PORTLAND
OREGON

May 4, 1953

Mr. R. H. Baldock
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Confirming the understanding arrived at between Mr. W. C. Williams, Assistant State Highway Engineer, and L. G. Apperson, City Engineer, in regard to the construction of a proposed overpass at NE 39th Avenue across the Banfield Highway and extending to Sandy Boulevard:

The City of Portland will contribute $75,000, payable in three $25,000 installments, beginning in the fiscal year 1953-54, and continuing for two additional years at $25,000 each year. In addition, the City of Portland will secure and pay any costs for rights-of-way, change of grade, or slope easements necessary on NE 39th Avenue from the north line of NE Halsey Street to the south line of Sandy Boulevard.

The State agrees to pay all other costs for rights-of-way and construction of the NE 39th Avenue overcrossing and connection as shown on the attached map signed by the City Engineer on April 27, 1953.

This letter is for the purpose of expressing the attitude of the City in order that the Highway Commission may authorize the proper agreement with the City if it meets with their approval.

Kindly sign one of the attached maps and return for our files.

Very truly yours,

Wm. A. Bowes
Commissioner of Public Works

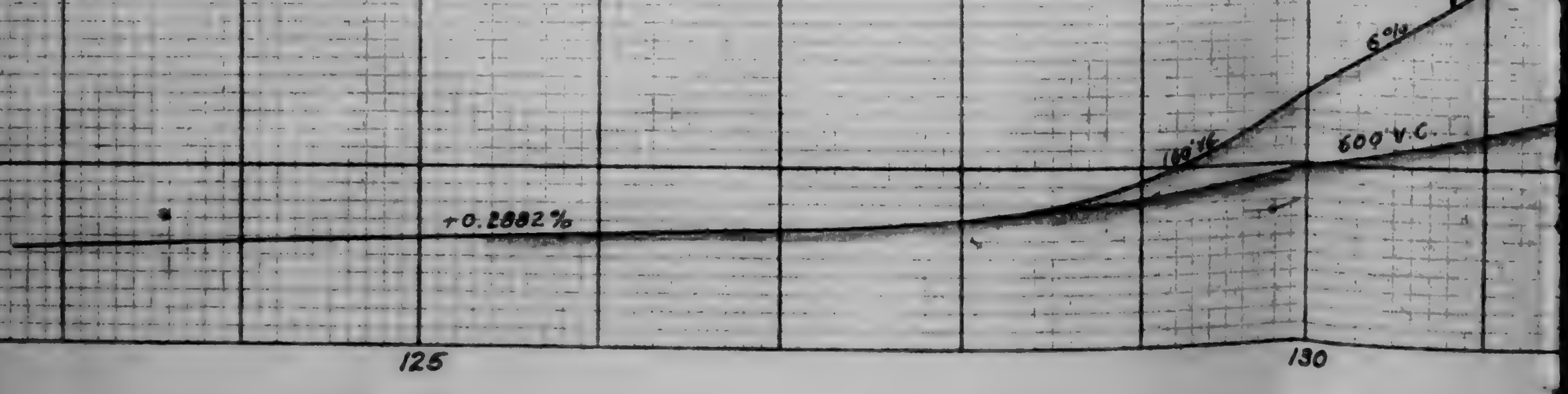
NOTED
W. C. WILLIAMS

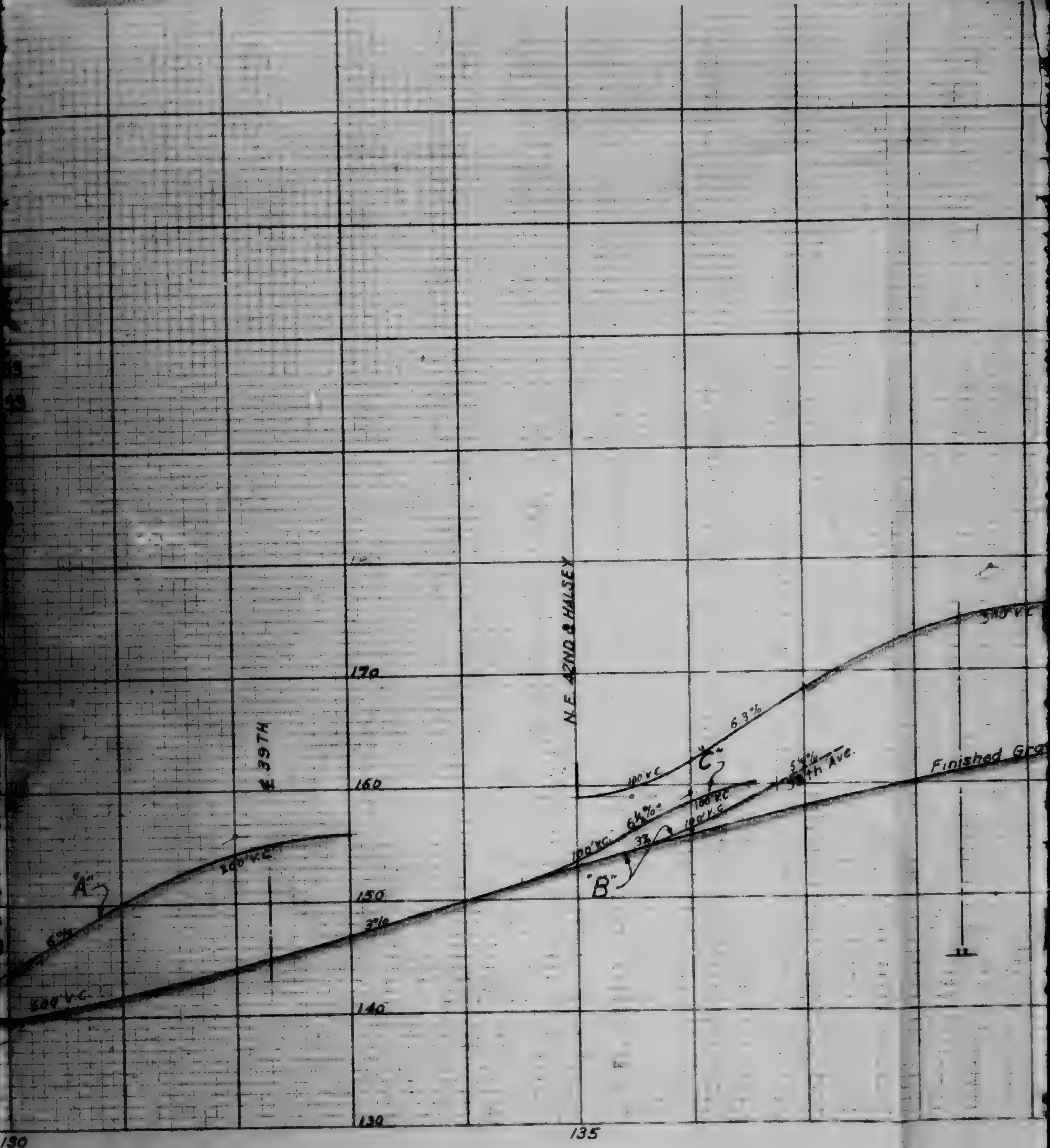
WAB:r
Encl.

PROFILE

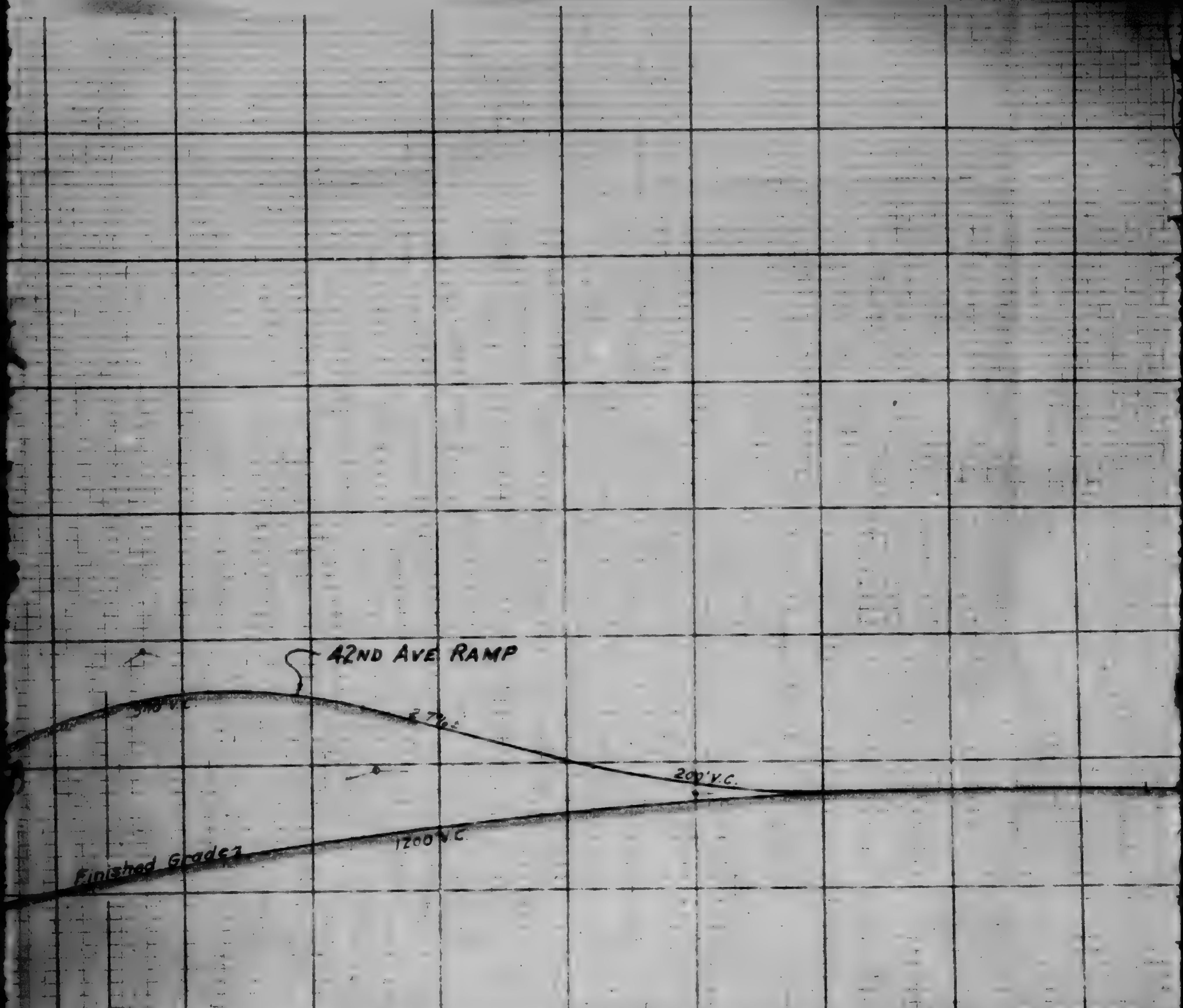
PROPOSED CONNECTIONS AT 39TH AVE.
BANFIELD EXPRESSWAY

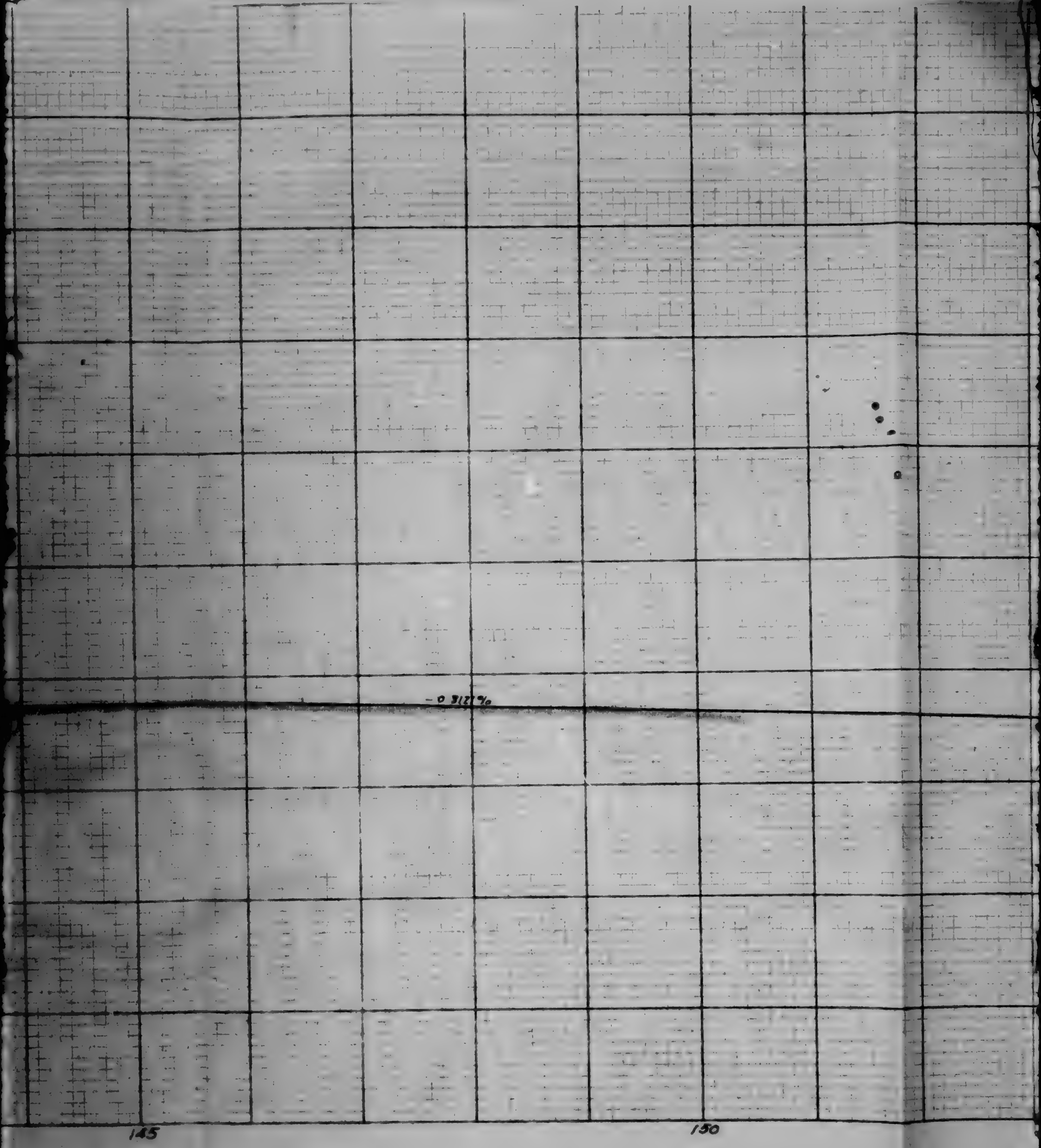
Scale:- Hor. 1"=100', Vert. 1"=10' April 22, 1953
Rev. April 29, 1953

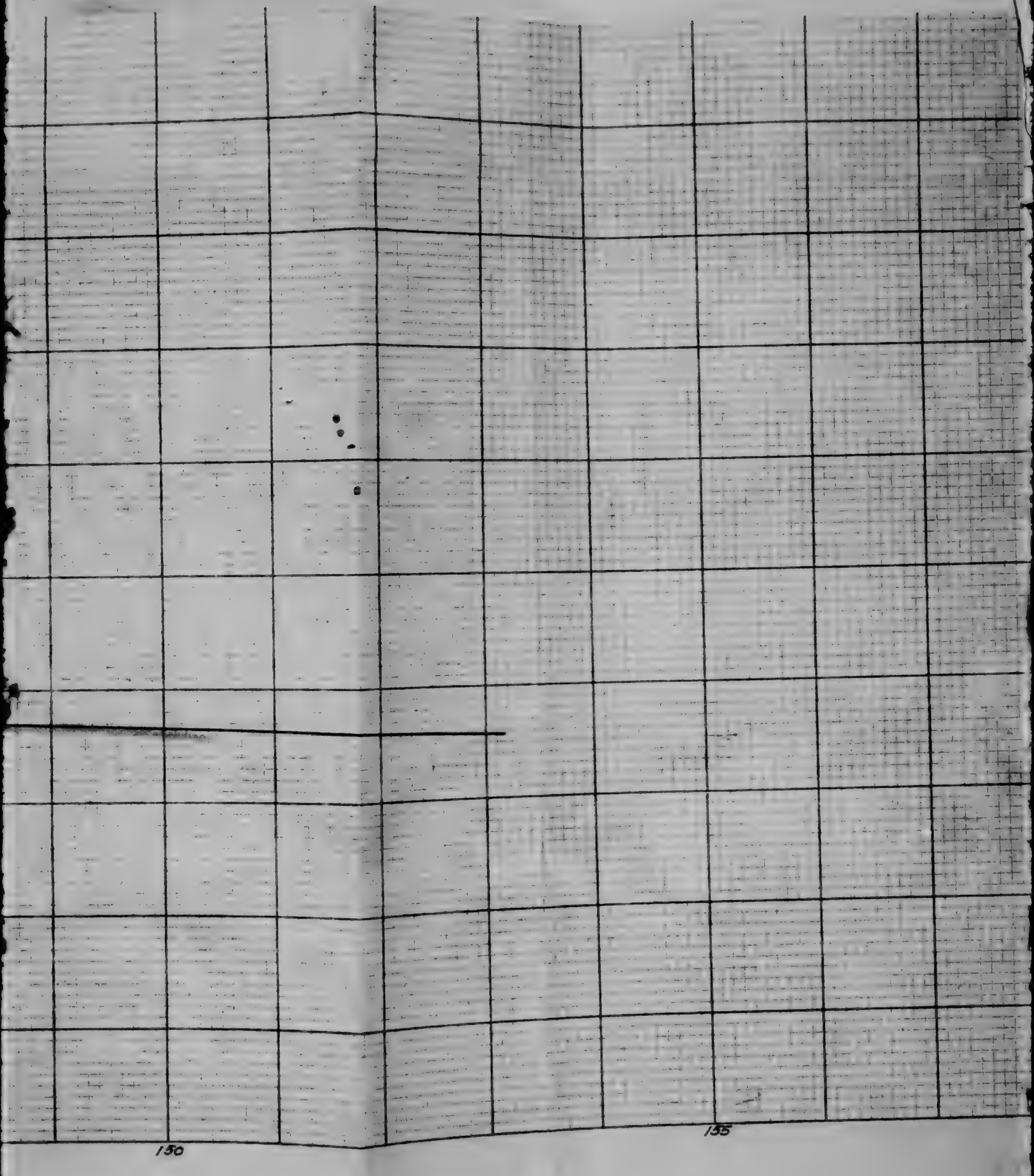

"A"
6%
100' V.C.
600' V.C.
+0.2882%
125
130



170
160
150
140
130
130
135
℄ 39TH
"A"
6.0%
200' V.C.
600' V.C.
3%
N.E. 42ND & HALSEY
100' V.C.
"C"
6.3%
100' V.C.
6¼%
100' V.C.
3%
100' V.C.
"B"
5¼%
38th Ave.
Finished Gra
310' V.C.


42ND AVE RAMP
300' V.C.
2.7%
200' V.C.
1200' V.C.
Finished Grade
140
145


-0.3127%
145
150

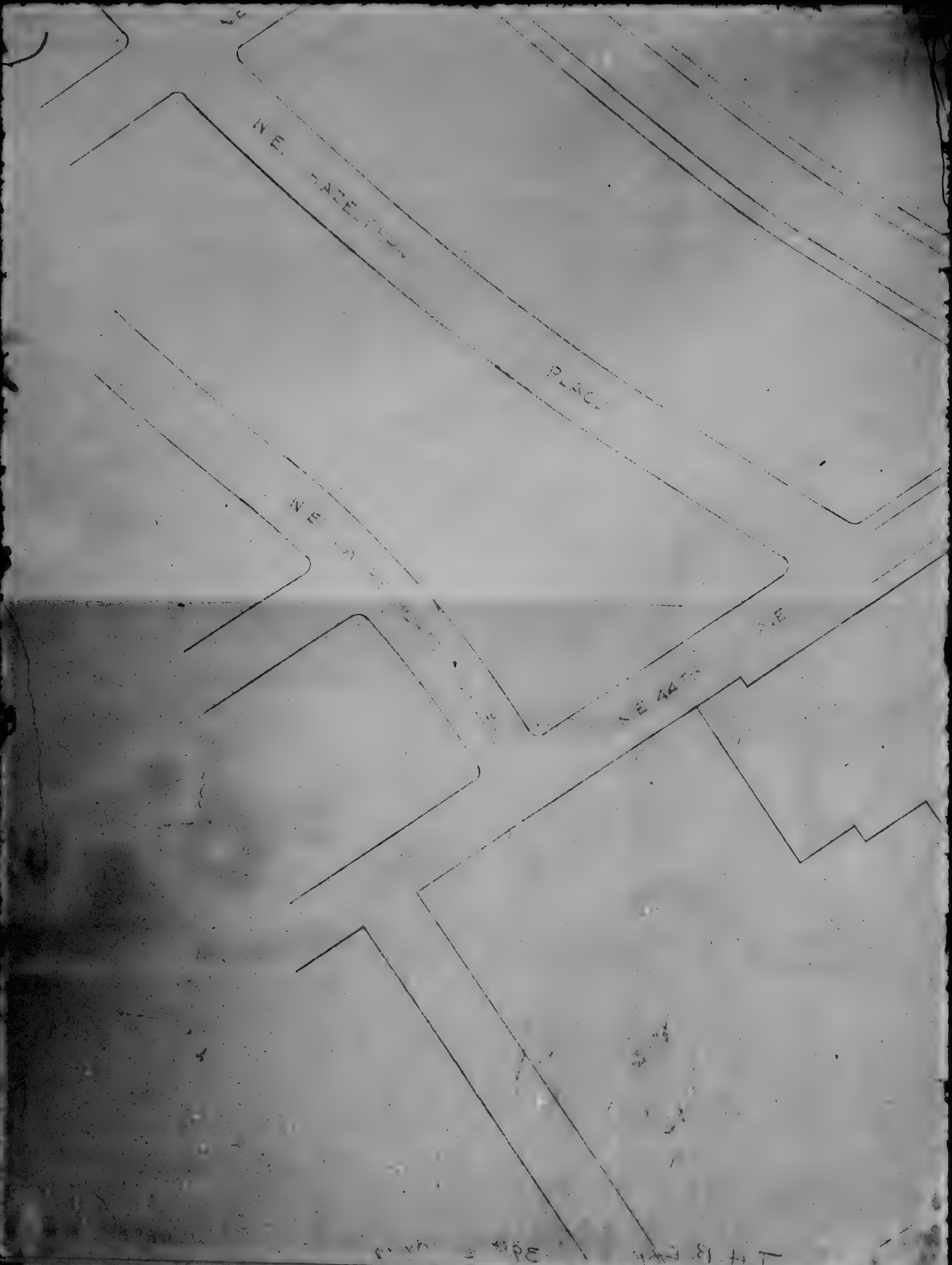

150
155

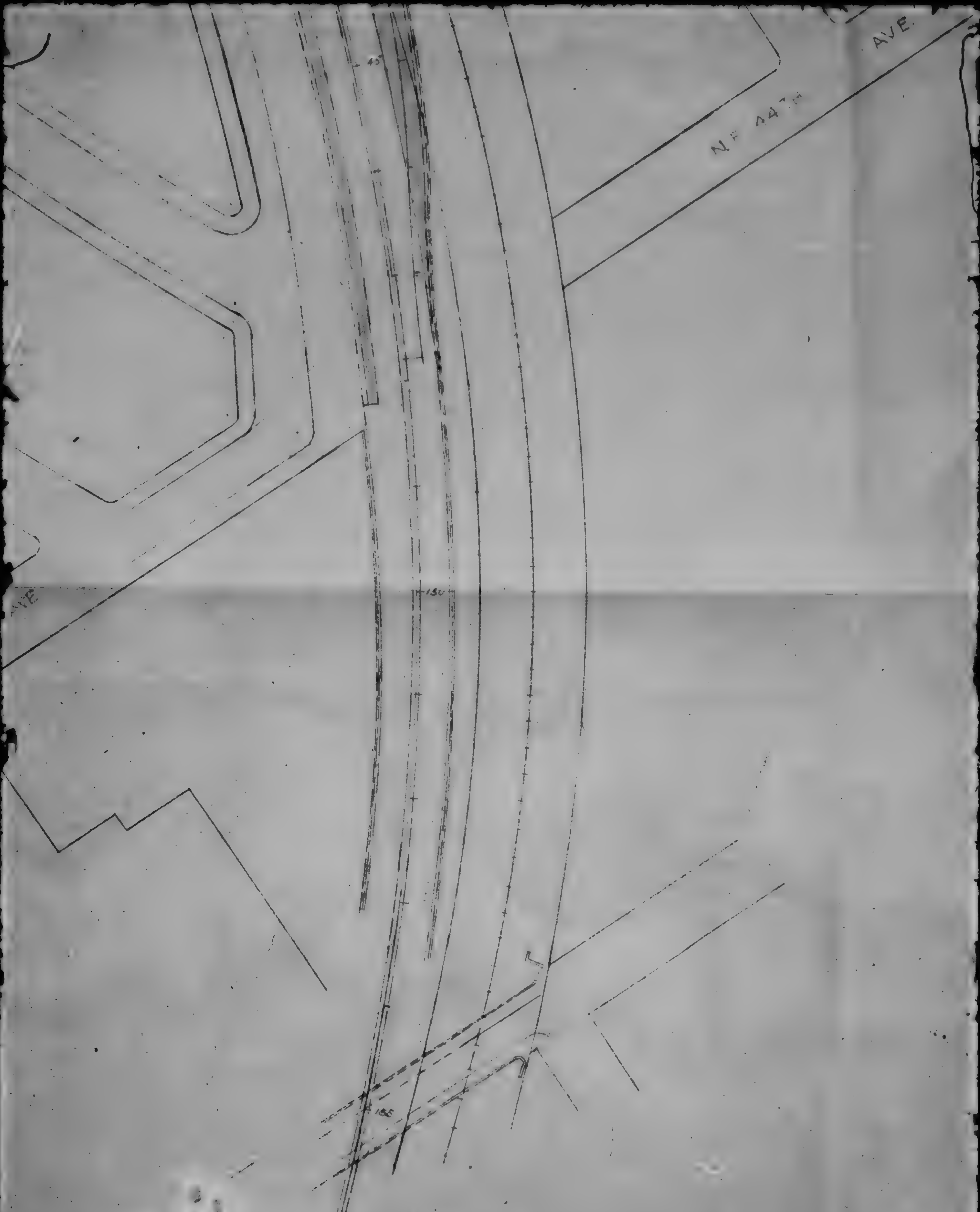
nd Ave. Conn.	Total
000	32,000
000	179,000
000	$211,000
500	36,000
500	$247,000

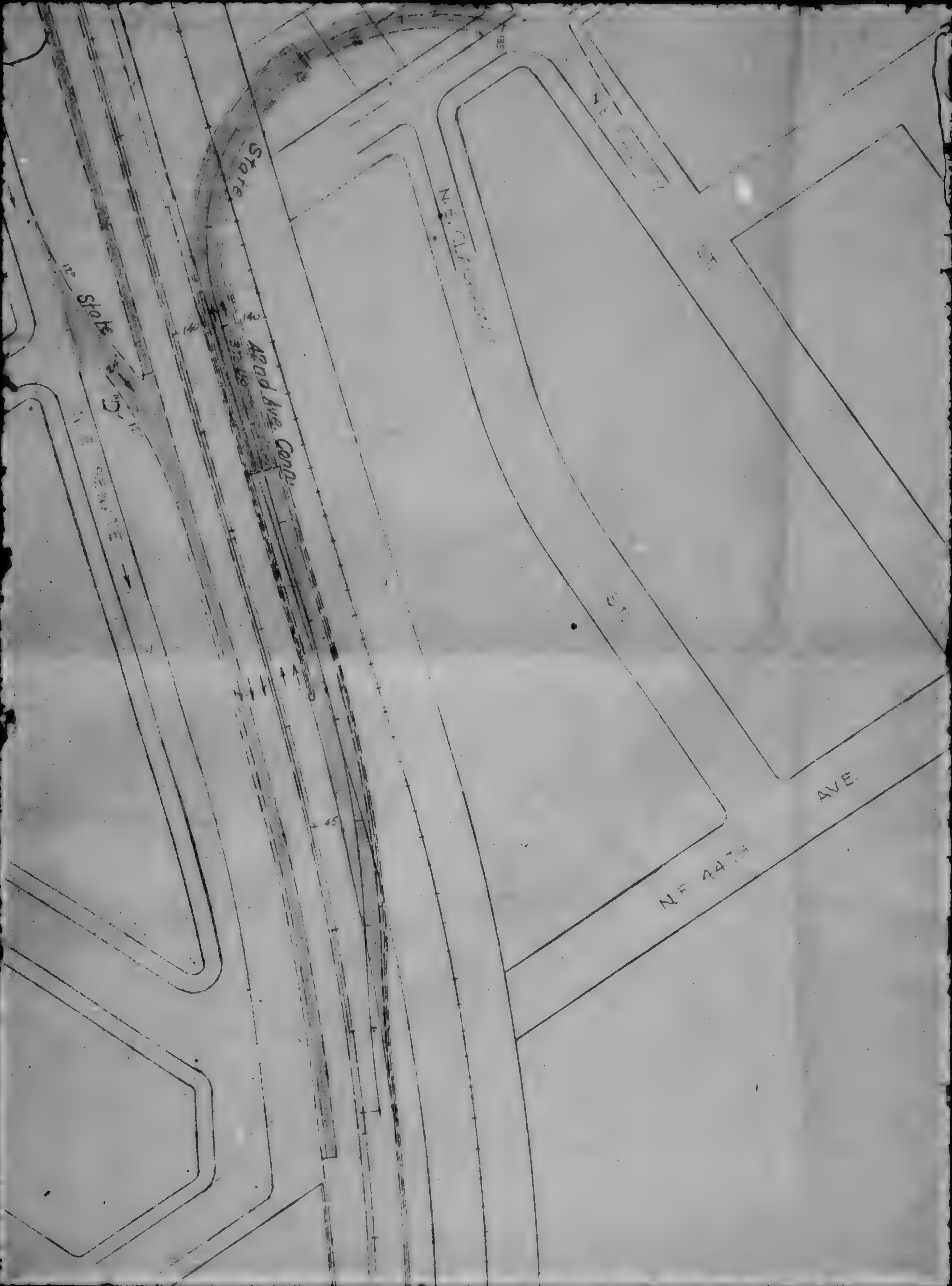
PROPOSED S.E. 39TH AVE. STRUCTURE
OVER SULLIVAN'S GULCH

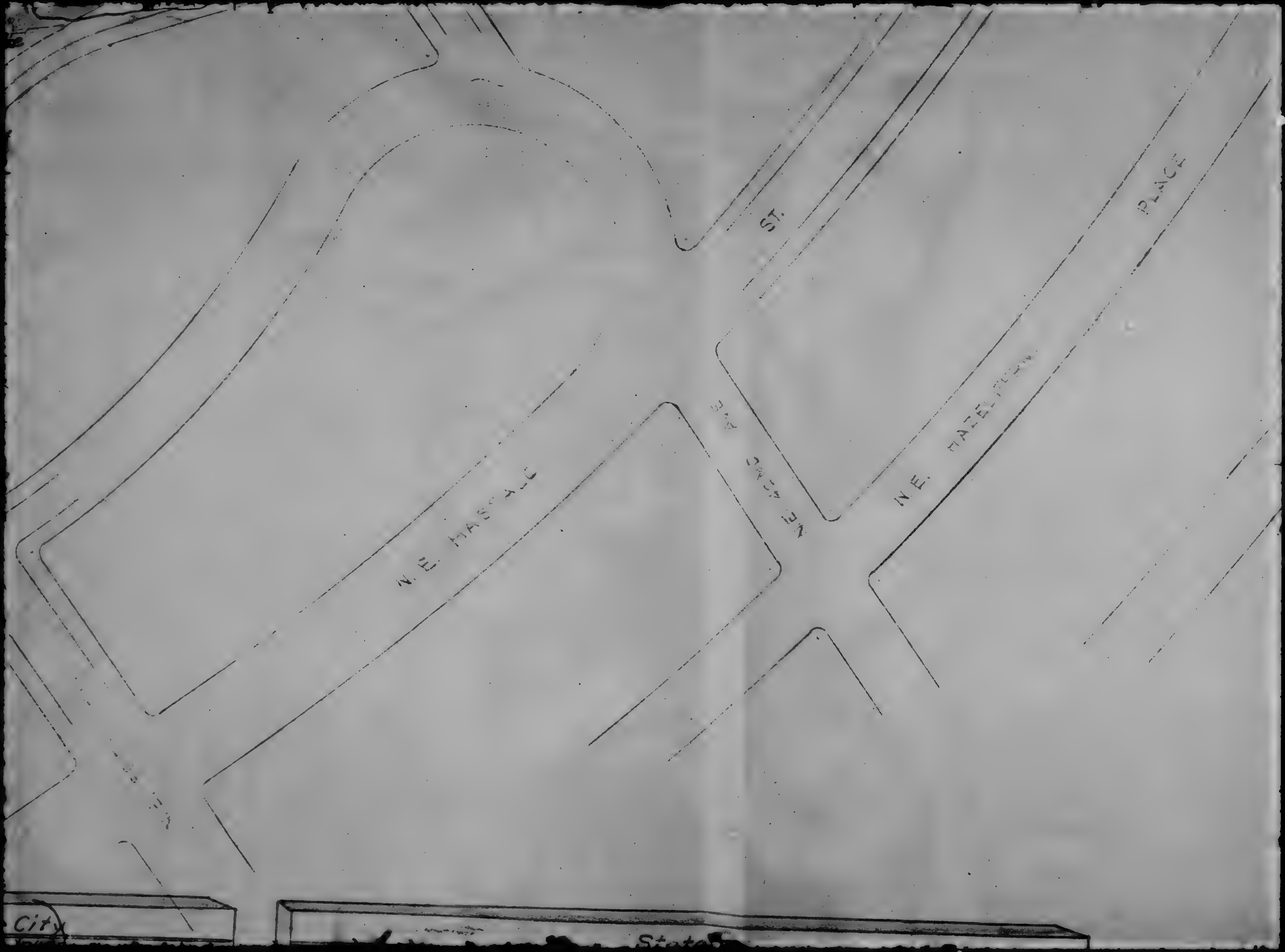
Scale:- 1"=100'

Mar. 2, 1953
Revised April 15, 1953
" " 21 "
" " 28 "

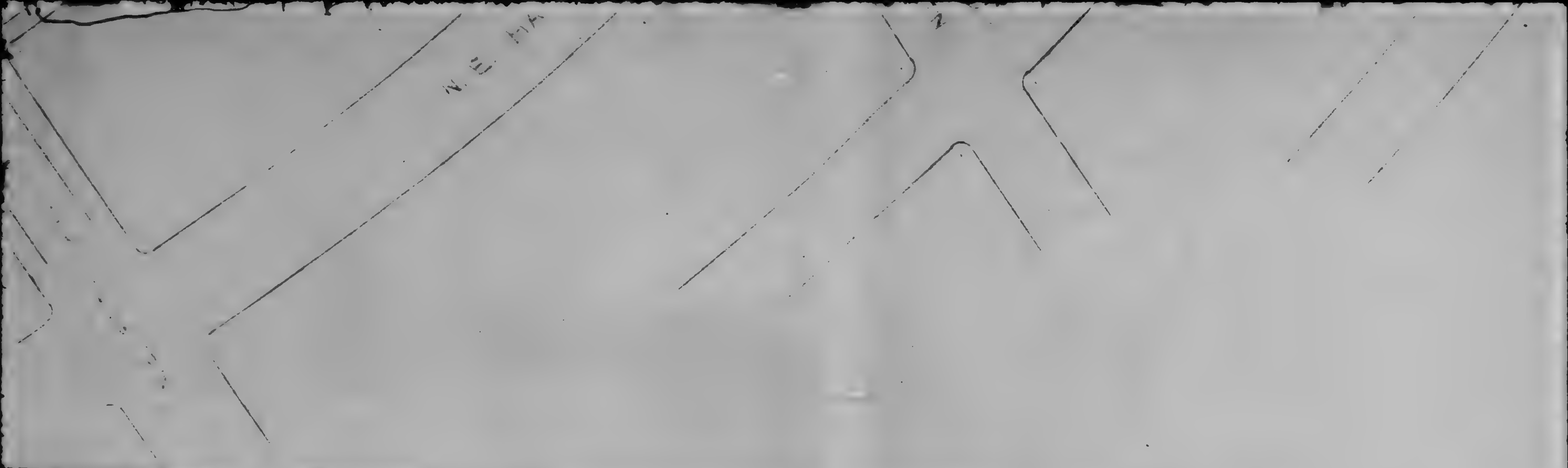

N.E. HAZELTON PLACE
N.E.
N.E. 44TH
N.E.


N.E. 44TH AVE.
AVE
45
150
155

State
State
12°
140
140
42nd Ave Conn.
N.E.
ST.
ST.
45
N.E. 44th AVE.



N.E. MASS AVE
N.E. 42ND AVE
ST.
N.E. HAZELFERN PLACE
City
State



ty
"E", 39th. Halsey
ve 30,000
s 260,000
290,000

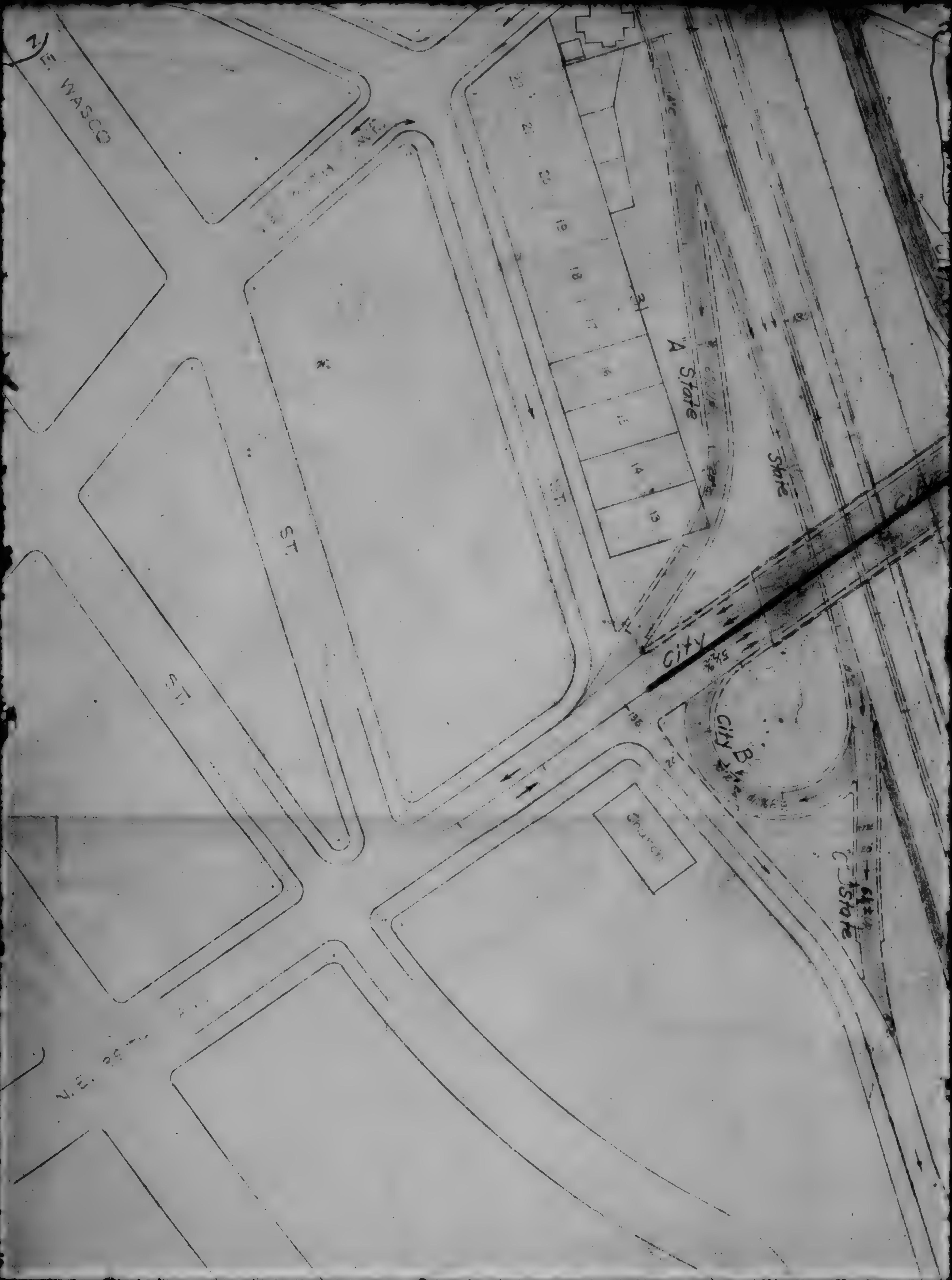
State			
"A", "C", "D", 37th & Sandy		42nd Ave. Conn.	Total
Grade & Pave	25,000	7,000	32,000
Structures		179,000	179,000
Total	$25,000	$186,000	$211,000
R/W	3,500	32,500	36,000
Total	$28,500	$218,500	$247,000

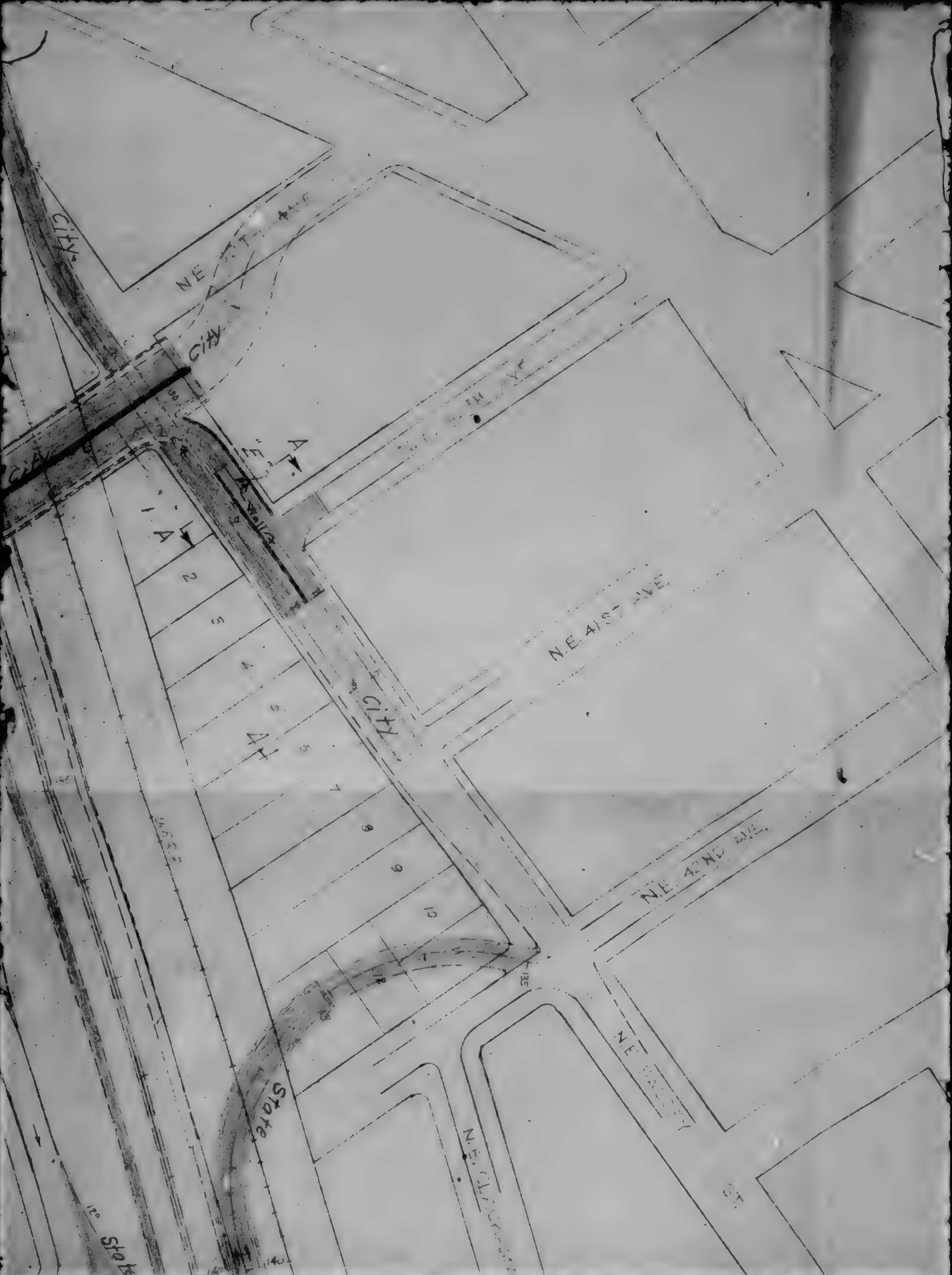
PROPOSED S.E. 39TH
OVER SULLIVA

Scale:- 1" = 100'

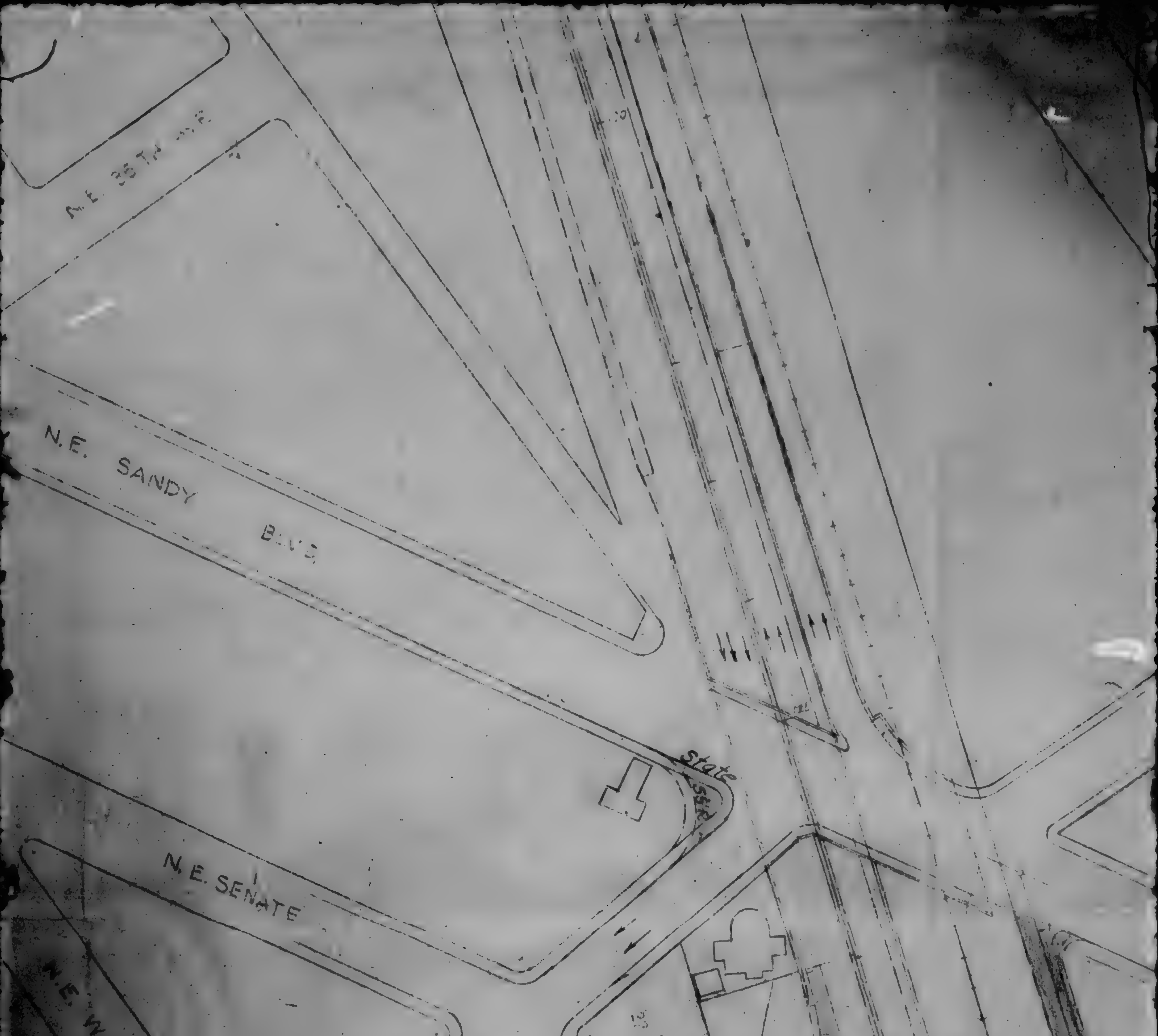
N.E. WASCO
N.E. MULTNOMAH
ST.
ST.
"A", "
Gra
Str
R/W

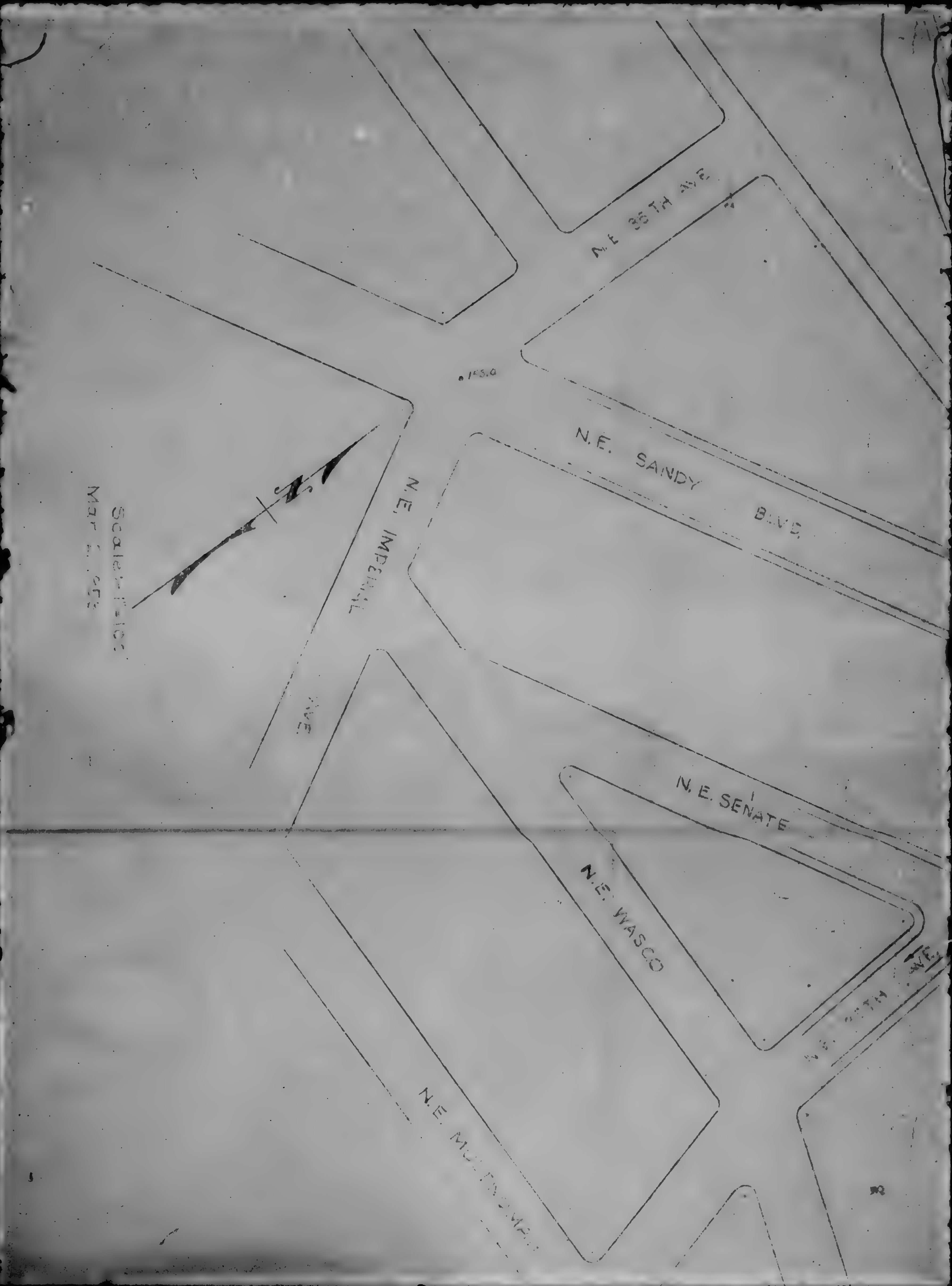
City	
"B", "E", 39th, Halsey	
Grade & Pave	30,000
Structures	260,000
Total	290,000
R/W	
Total	

N.E. WASCO
ST.
ST.
ST.
ST.
21
20
19
18
17
16
15
14
13
"A" State
State
City
5¾
136
City B
"C" State
64
N.E.


City
NE
City
City
A
A
1 A
2
3
4
5
4
6
7
8
9
10
City
N.E. 41ST AVE
N.E. 42ND AVE
N.E.
ST.
State
N.E.
State
135
140

N.E. 57TH AVE
N.E. 58TH AVE
NE 59TH AVE
City
City
A
E
A


N.E. 33TH AVE
N.E. SANDY BLVD
State
N.E. SENATE
N.E. WASCO
22
21
20
19
18
17
16
15
14
13
3
"A" State
State


N.E. 35TH AVE.
153.0
N.E. SANDY BLVD.
N.E. IMPERIAL AVE.
Scale 1"=100'
Mar
N.E. SENATE
N.E. WASCO
TH AVE.
N.E. MULTNOMAH

S-177(1) Nehalem River on the Miami 1955
Valley Road near Mohler

5-9

RECEIVED
JUN 6 1958
FOR FILING

[illegible]

4581

June 5, 1958

Mr. Arthur H. Lewis
Attorney at Law
Public Service Building
Portland, Oregon

Dear Sir:

Your letter of June 3, addressed to the Secretary of State, requesting a copy of contract and bond awarded to Workman & Wilson for constructing a bridge over the Nehalem River, has been referred to this office.

The contract to which you refer is apparently our Contract No. 4589 awarded to Workman & Wilson for construction of a bridge over the Nehalem River in Tillamook County. The contract was completed February 11, 1957 and accepted by the Highway Commission February 28, 1957. Final payment was made to the contractor on July 17, 1957.

Attached is a certified copy of contract and bond No. 4589.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

Enc.

FAQ:fp

1859

MARK O. HATFIELD
SECRETARY OF STATE
SALEM, OREGON

June 4, 1958

COPY

Mr. Arthur H. Lewis
Attorney at Law
Public Service Building
Portland, Oregon

Dear Mr. Lewis:

Acknowledgment is made of your letter of June 3rd, enclosing affidavit on behalf of Falcon Cove Sand & Gravel Company for a copy of contract and bond of Workman & Wilson for the work of constructing a highway bridge over the Nehalem River.

Under the Oregon Law notices of claim on highway construction work are filed with the Secretary of State, but all other matters pertaining thereto are under the custody of the State Highway Commission and your letter and affidavit are being referred to that department for their attention.

Sincerely,

MARK O. HATFIELD
Secretary of State

By

Clerk
Records Division

GS:m
cc: Highway Commission

RECEIVED
JUN 5 1958
OREGON
STATE HIGHWAY COMMISSION

ARTHUR H. LEWIS
ATTORNEY AT LAW
PUBLIC SERVICE BUILDING
PORTLAND, OREGON

June 3, 1958

Mark Hatfield, Secretary of State
Salem, Oregon

Dear Sir:

Herewith, demand on behalf of Falcon Cove Sand & Gravel Company for a copy of contract and bond of Workman & Wilson for the work of constructing a highway bridge over the Nehalem River.

Will you kindly send these copies, of the bond and contract, to me.

If there is any charge in connection with preparing and furnishing same, will you advise me what amount and I will remit.

Thanking you, I am

Very truly yours

Arthur H Lewis

Arthur H. Lewis

AHL:jh

RECEIVED
JUN 5 1958
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon
June 3, 1958

Mark Hatfield, Secretary of State
Salem, Oregon

Dear Sir: RE: Construction of Nehalem River Bridge No. 1362-A

Application is hereby made for a certified copy of the contract existing between the State of Oregon, acting by and through its State Highway Commission, and Harold Workman and Wilson, partners, dba Workman & Wilson, for the work of constructing a bridge over the Nehalem River at or near Mohler, Oregon, and of the bond given pursuant to the provisions of Chapter 279 ORS, for the protection of all persons supplying such contractors with labor and material used in the prosecution of said contracted work.

Very truly,

FALCON COVE SAND & GRAVEL COMPANY

By: JHScott

STATE OF OREGON)
) ss.
County of Multnomah)

I, J. H. SCOTT, being first duly sworn depose and say: That I am one of the partners of FALCON COVE SAND & GRAVEL COMPANY, and that the said partnership of Falcon Cove Sand & Gravel Company supplied said Workman & Wilson with sand, gravel and readymix concrete for use in and which was used in the construction of said Nehalem River Bridge No. 1362-A, and that payment for said material has not been fully made.

JHScott

Subscribed and sworn to before me this 3rd day of June, 1958.

[illegible] H Lewis
Notary Public for Oregon
My commission expires: 8/7/61

1/

RECEIVED
JUL 22 1957
FOR FILING

A-177(1)

4589

noted
on card

7

July 22, 1957

Glens Falls Insurance Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim in the sum of $1,084.48, which has been filed with the Secretary of State by Falcon Cove Sand & Gravel Co. against Workman & Wilson for sand, gravel and ready-mix concrete furnished on our contract No. 4589, for construction of a bridge across the Nehalem River on the Miami Valley Road in Tillamook County.

This information is provided as your Company appears as Surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enc.

cc Amerata & Schwan
920 Mead Building
Portland 4, Oregon

Workman & Wilson
Route 1, Box 30
Canby, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD

[illegible] FISH, Nehalem, Oregon
Telephone Nehalem EMerson 8-3177

J. H. SCOTT, Nehalem, Oregon
Telephone Nehalem EMerson 8-3107

FALCON COVE SAND & GRAVEL CO.
SUPERIOR MATERIALS
Ready-Mix Concrete - Sand - Gravel - Rock
Serving Cannon Beach and North Tillamook County Area
PLANT ONE AND ONE-HALF MILES SOUTH OF ARCH CAPE
TELEPHONE CANNON BEACH 329
NEHALEM, OREGON

July 16th, 1957

Mr Mark Hatfield
Secretary of State of Oregon
Salem, Oregon:

Notice hereby is given that the undersigned Falcon Cove Sand & Gravel Company of Nehalem, Oregon, has a claim for sand, gravel and ready mix concrete furnished in the sum of $ 1084.48 plus interest at 6 per cent per annum from date of delivery against the bond taken from Workman and Wilson and the Glen Falls Insurance Company as surety for work of furnishing sand, gravel and ready mix concrete for the Nehalem River Crossing on the Miami River Road in Tillamook County. Bridge No. 1362-A. Oregon State Highway Commission contract number 4689.

Date of completion February 11th, 1957
Date of acceptance February 28th, 1957

Falcon Cove Sand and Gravel Co.

By J. H. Scott

By Ivan L. Fish Ivan L. Fish

cc Amerata & Schram
Mead Building
Portland, Oregon
Agents for
Glen Falls Insurance Co

File # 3581

FILED
JUL 18 1957
MARK O. HATFIELD
SECRETARY OF STATE

SECRETARY OF STATE
RECEIVED
JUL 18 1957
MARK O. HATFIELD

RECEIVED
JUL 22 1957
FOR FILING

[illegible]

4589

filed

recd
on card

July 22, 1957

Hon. Mark O. Hatfield
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of July 18 to which was attached three copies of a claim filed with your office by Falcon Cove Sand & Gravel Co., Nehalem, against Workman & Wilson on Contract No. 4589. The claim is for sand, gravel and ready-mix concrete in the sum of $1,084.48 and bears your file No. 3581.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD
em

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

MARK O. HATFIELD
SECRETARY OF STATE

July 18, 1957

Mr. H. B. Glaisyer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Ivan L. Fish, c/o Falcon Cove Sand & Gravel Co., Nehalem, Oregon, and filed as of this date, a notice of claim by Falcon Cove Sand and Gravel Co., for sand, gravel and ready mix concrete furnished in the sum of $1,084.48 plus interest at 6 per cent per annum from date of delivery against the bond taken from Workman and Wilson and the Glen Falls Insurance Company as surety for work of furnishing sand, gravel and ready mix concret for the Nehalem River Crossing on the Miami River Road in Tillamook County. Bridge No. 1362-A. Oregon State Highway Commission contract number 4589. Our file no. 3581.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely yours,

MARK O. HATFIELD
Secretary of State

Geo O Stephens

By
Clerk, Records Division

GS:FK
Enc.

NOTED ON CARD
em

REFERRED TO
[illegible]

RECEIVED
JUL 19 1957
OREGON
STATE HIGHWAY COMMISSION

A

RECEIVED
JUL 18 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 17, 1957

(CONTRACT NO.) S-1[illegible]	(EST. NO.)	(CONTRACTOR)	
4589	13 Post-final	Workman and Wilson General Contractors	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15839	H-186173	$ 379.61	7/17/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Nov. 30, 1956

Time Extensions: Jan. 31, 1957 and Feb. 15, 1957

Completion Date: Feb. 11, 1957

Date Accepted: Feb. 28, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: July 17, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JUL 17 1957

By Floyd Query
Floyd Query, Assistant Secretary

NOTED ON CARD

Ruth Rawlings

RECEIVED
MAY 17 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 15, 1957

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4589	12-Final	Workman and Wilson General Contractors

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10614	H-181017	$ 3,695.74	5/15/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: **Nov. 30, 1956**

Time Extensions: **Jan. 31, 1957 and Feb. 15, 1957**

Completion Date: **Feb. 11, 1957**

Date Accepted: **Feb. 28, 1957**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **May 15, 1957**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD
em

Warrant Mailed: MAY 16 1957

Ruth Rawlings

RECEIVED
MAY 6 - 1957
FOR FILING

177

4589

May 3, 1957

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 4589 for work performed on the Nehalem River Section of the Miami Valley Road in Tillamook County was completed by the contractor, Workman & Wilson General Contractors, on Feb. 11, 1957 and was formally accepted by the Highway Commission on February 28, 1957.

Final payment in the amount of $3,695.74 will be released to the contractor on or after May 13, 1957. The total contract amount is $120,439.28, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

em

cc: Amerata & Schram
520 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

A

FORM E-123 50M REVISED 2-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
MAR 1957
FOR FILING

J-17701

4589

March 11, 1957

Workman & Wilson
Route 1, Box 30
Canby, Oregon

Gentlemen:

The State Highway Commission on March 1 had under discussion your request for an extension of time from January 31, 1957 to February 15, 1957 within which to complete your contract No. 4589, for construction of the Nehalem River Bridge on the Miami Valley County Road in Tillamook County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

George Danforth,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

RECEIVED
FEB 13 1957
FOR FILING

S-177(1)

4589

Request for extension of time
No. 15
February 28 and March 1 meeting

Oregon State Highway Commission

Gentlemen:

Re: Nehalem River Bridge
in Tillamook County
Contract No. 4589

Workman and Wilson, contractors on the Nehalem River Bridge on the Miami Valley Road in Tillamook County, have requested a second extension of time from January 31, 1957, to February 15, 1957, the date of completion of the contract.

Inclement weather delayed completion of the contract by the end of the first extension date.

As the approach fills have not been completed by others, there is no inconvenience to the traveling public, it is recommended that this extension be granted without penalty. This is a secondary highway project and does not require the concurrence of the Bureau of Public Roads.

This contract does not carry the liquidated damage provision.

Very truly yours,

W. C. Williams
State Highway Engineer

PMB/mn
Attached

RECEIVED
FEB 20 1957
FOR FILING
[illegible]
4287

February 20, 1957

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Workman & Wilson in connection with contract No. 4589, for constructing the Nehalem River Bridge on the Miami Valley Road in Tillamook County. This payment in the amount of $8,037.54 will be released to the contractor on or after March 2, 1957. The retained percentage is $3,610.62.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
520 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

FORM H-120 50M REVISED 2-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
JAN 31 1957
FOR FILING

[illegible]

[illegible]

January 30, 1957

Workman & Wilson, General Contractors
Route 1, Box 30
Canby, Oregon

Gentlemen:

The State Highway Commission at its meeting held on January 22 had under discussion your request for an extension of time from November 30, 1956 to January 31, 1957 within which to complete your contract No. 4589, for construction of the Nehalem River Bridge on the Miami Valley Road in Tillamook County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

[illegible]:J. D. Walker,
Division Engineer

George Danforth,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

RECEIVED
JAN 15 1957
FOR FILING

S-127(1)

4589

January 14, 1957

Request for Extension of time
No. 15
January 22 and 23, 1957 meeting

Oregon State Highway Commission

Gentlemen:

Re: Nehalem River Bridge on the
Miami Valley Road
Contract No. 4589

Hochman and Wilson, contractors on the Nehalem River Bridge on the Miami Valley Road, has requested an extension of time from November 30, 1956, to January 21, 1957, in which to complete the contract.

Failure on the part of the County to complete the roadway fill at the south end of the bridge made it necessary for the contractor to do all of his work from one end of the structure. This slowed the construction to the extent that it is necessary to ask for an extension of time.

There is no inconvenience to the traveling public as the adjacent roadway has not been completed.

It is recommended that this extension be granted without penalty. This is a Federal-aid secondary project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

W. C. Williams
State Highway Engineer

PMS/mm

Attached

Note: This contract does not carry the liquidated damage provision.

RECEIVED
DEC 3 1956
FOR FILING

5-177(1)

4589

November 30, 1956

Workman & Wilson
General Contractors
Route 1, Box 30
Canby, Oregon

5-17
4589

Gentlemen:

This will confirm my telephone conversation with you this date relative to the status of your low bid on the Whiteson Section, US99W. You confirmed the fact that under date of November 5, 1956 you directed a letter to the Chief Engineer granting an extension of time of 20 days beyond the period specified in the bidding proposal for awarding the contract.

I explained to you the difficulties in obtaining the right of way or an entry permit from the Southern Pacific Railroad Company. This problem will eventually be worked out satisfactorily. However, this will further confirm the fact that you are agreeable to granting the State Highway Commission an additional 20 days' extension of time beyond November 30, 1956 in which to award the contract for the above project to you and that you will so state in a letter directed to the Chief Engineer.

As regards the other subject mentioned in your November 5 letter, the State Highway Engineer will recommend to the Commission an extension of 60 days' time on the Nehalem River Bridge project, the time limit of which expires November 30, 1956.

Very truly yours,

W. C. Williams
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:mm

cc Mr. Forrest Cooper
Mr. S. H. Probert
Mr. M. Stephenson
Mr. R. L. Porter
Mr. H. B. Glaisyer

file

RECEIVED
NOV 3 1956
FOR FILING

S 172 (1)

45[illegible]

WORKMAN and WILSON

GENERAL CONTRACTORS

Route 1, Box 30
CANBY, OREGON

Phone
Canby 2429

November 5, 1956

State of Oregon Highway Commission
State Highway Engineer
Salem, Oregon.

Attn: Mr. W. C. Williams

Original to SHP

Dear Sir:

In reference to Mr. Youngs call for a twenty day extention of award of the Whiteson Section Job of which we were low bidder, we are submitting this letter athorizing the extention.

Concerning the Nehalem River Bridge--we were planning on asking for a sixty day extention of time in order that we can get the job cleaned up in the winter months.

The concrete is poured on the main spans with the exception of railing. We plan on having all the concrete poured before the completion date and the sixty day extention would help us a lot on the clean up and would be of practically no cost to the State for engineering.

I hope this letter asking for extention of time does not sound like we are dickering for trade of time, that is not our intention.

Yours truly,

WORKMAN & WILSON

Harold Workman

Harold Workman

HEW:P

RECEIVED
NOV 7 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 4 - 1956
FOR FILING

S 177(1)

11589

April 25, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of modified project agreement, signed by the Highway Commission, for the Nehalem River Bridge, Project No. S-177(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:ia

Encl.

4589

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Nehalem River Bridge
Miami Road
Tillamook County

NATURE OF WORK:

Structure.

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4589 Workman & Wilson 12-27-55

DATE OF COMPLETION:

11-30-56

REMARKS: This is a modification of the project agreement signed 8-2-55. The modification is necessary due to the refusal of P. S. Lord Mech. Contr & Columbia Empire Constr Inc to accept award of contract 6-9-55, therefore project was readvertised and awarded to Workman & Wilson at a higher cost thus increasing the amount of Federal participating funds.

RECEIVED
MAY 4 - 1956
FOR FILING
OREGON DISTRICT

S-177(1)

4589

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 12, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached are two copies of proposed Modification of Project Agreement for Oregon Project S-177(1), Nehalem River Bridge. If project agreement is found to be satisfactory, they should be signed by the Commission and returned to this office.

Very truly yours,

C. G. Polk
District Engineer

By: A. F. Bester

Mr. Probert: Please handle. RHB

To Comm 4-17-56

RECEIVED
APR 13 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 19 1956
FOR FILING

5-1770
4589

January 19, 1956

Workman & Wilson
Route 1, Box 30
Canby, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4589, which was awarded to you by the State Highway Commission on December 27, 1955, covering the Nehalem River Bridge on the Miami Valley Road in Tillamook County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
MAY 4 - 1956
FOR FILING

S-177(1)

4589

December 29, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as basis for modified agreement for the Nehalem River Bridge, Project No. S-177(1).

The project agreement for this project was executed August 2, 1955 based on a contract awarded prior to that time, but which was later declined by the contractor.

The enclosed estimate is based on a subsequent contract awarded for the project and is based on the unit prices and total cost of this subsequent contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

JWN:bb

RECEIVED
JAN 12 1956
FOR FILING

5-177(1)
4589

December 27, 1955

Workman and Wilson
Route 1, Box 30
Canby, Oregon

Gentlemen:

The State Highway Commission on December 20, 1955 accepted your proposal for the bridge over the Nehalem River on the Miami Valley Road in Tillamook County for the sum of $124,720.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4589.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fp

cc Mr. R. G. Savage (SIAC)
Mr. Forrest Cooper
Mr. S. H. Probert
Mr. P. M. Stephenson

NOTED

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 27, 1955
3:40 p. m.

Workman and Wilson
Route 1, Box 30
Canby, Oregon

Contract for bridge over Nehalem River on Miami Valley Road, Tillamook County, for which you submitted low bid on December 20, 1955 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting (5003-900) ✓
Files
C. W. Head

John F. Hagemann
John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: P. M. Stephenson
S. H. Probert

RECEIVED
[illegible]
OFFICE OF
[illegible] ENGINEER

RECEIVED
JAN 3 1956
FOR FILING

FORM 830—50M—10-54—7[illegible]
S-177(1)

4524

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 27, 1955

SUBJECT: Advance Deposit, Tillamook County
FAS 615, Nehalem River Bridge

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

L

We have received this date Tillamook County's advance deposit of $2,400 which, when added to the $25,600 already on deposit, completes the county's advance deposit of $28,000 in connection with the Nehalem River Bridge on FAS 615. This project is now clear for award of contract.

John F. Hagemann
John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: P. M. Stephenson
S. H. Probert

RECEIVED
[illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 4 - 1956
FOR FILING
OREGON DISTRICT
-177(1)
4589
REFERRED TO
Paxson
BY DEPUTY STATE HIGHWAY ENGINEER

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

August 25, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The Division Office has advised that the project agreement for Oregon Project S-177(1), Nehalem River Bridge, was fully executed before receipt of information by telephone that the contractor had declined to accept the award.

Since, as stated in your letter of August 19, the bridge will be constructed at a later date, it is believed no action should be taken toward modification or cancellation of the agreement at this time. Such future action as appears desirable may be initiated by you.

Accordingly, we enclose your signed copy of the project agreement.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

Encl.

RECEIVED
AUG 26 1955
OREGON
STATE HIGHWAY COMMISSION

1721

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Oregon
County Tillamook
Project No. S-177(1)

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 2nd day of Aug., 1955, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 18th day of November, 1954, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.072 miles of Nehalem River Bridge
(Character of work)

between FA Route 2 near Garibaldi and FA Route 2 at Mohler
(Control points)

consisting of 0.000 miles of roadway and one (Number) bridge~~s~~ totaling 0.072 miles in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of seventy-eight thousand, six hundred and 00/100 dollars ($78,600.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is one hundred twenty-six thousand, eight hundred fifty-three and 10/100 dollars ($126,853.10).

PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title)

By Chas H Reynolds

Member, State Highway Commission
(Title)

By

Member, State Highway Commission
(Title)

COMMISSIONER OF PUBLIC ROADS

By

Division Engineer, Bureau of Public Roads

RECOMMENDED FOR APPROVAL

Deputy State Highway Engineer

Attest

SECRETARY

—33205

RECEIVED
AUG 1936

State: Oregon

Project No.: S-177(1)

Contract No.: CPR8-1731

MODIFICATION OF PROJECT AGREEMENT

The project agreement heretofore entered into on the 2nd day of August, 1955, between the Commissioner of Public Roads and the Oregon State Highway Commission for the construction of Oregon Project S-177(1), is hereby modified to change the approved estimate of cost to $137,192.00 and the Federal funds set aside to the credit of the project to $85,000.00, which does not exceed the authorized Federal pro rata share of the approved estimated cost.

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Dated this 27th day of April, 1956.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By Chas H Reynolds
Member, State Highway Commission

By ______________________
Member, State Highway Commission

Attest
Secretary

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By ______________________
Division Engineer
Bureau of Public Roads

RECEIVED
MAY 4 - 1956
FOR FILING

S-177(1)
4589

Oregon State Highway Department

Federal Aid Secondary
Project No. S-177(1)

NEHALEM RIVER BRIDGE ON THE MIAMI ROAD

IN TILLAMOOK COUNTY

(ESTIMATE as a basis for modified agreement. Based on low bid prices.)

Salem, Oregon, Dec. 30, 1955

Type Code X021
Nehalem River Bridge (Sta. 6+55 to Sta. 10+37)(Contract No. 4589)

All Required	Shoring, Cribbing, Etc.	$	$ 27,000.00
650 cu. yds.	Structural Excavation	10.00	6,500.00
20 cu. yds.	Excavation Below Elevation Shown	20.00	400.00
700 lin. ft.	Furnish Treated Timber Piling	1.50	1,050.00
16 only	Drive Timber Piles	70.00	1,120.00
940 cu. yds.	Class "A" Concrete	55.00	51,700.00
230,000 lbs.	Metal Reinforcement	0.115	26,450.00
All Required	Miscellaneous Metal		1,500.00
180 cu. yds.	Seal Concrete	40.00	7,200.00
300 lin. ft.	3-inch Metal Drain Pipe	6.00	1,800.00
	Subtotal		$124,720.00
	10% Engr. & Cont.		12,472.00
	Total		$137,192.00

Length of Structure 0.072 Mile

Federal Funds..	$ 85,000.00
State Funds..	26,096.00
County Funds..	26,096.00
	$137,192.00

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
Funds For Maint.: Chap. 529, Laws 1939.

NOTE: Necessary funds have been deposited by Tillamook County with the Highway Department.

RECEIVED
MAY 4 - 1956
FOR FILING

S-177(1)

4589

July 27, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of project agreement, signed by the Highway Commission, for the Nehalem River Bridge, Project No. S-177(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

RMC:ia

Encl.

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Nehalem River Bridge
Miami Road
Tillamook County

NATURE OF WORK:

Structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4460 Columbia Empire Constructors, Inc
&
P.S. Lord Mechanical Contractors 6-9-55

DATE OF COMPLETION:

10-31-55

REMARKS:

RECEIVED
MAY 4 - 1956
FOR FILING

S 177(1)
4589

June 23, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Nehalem River Bridge, Project No. S-177(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JMW:sh

Oregon State Highway Department

Federal Aid Secondary
Project No. S-177 (1)

NEHALEM RIVER BRIDGE ON THE MIAMI ROAD

IN TILLAMOOK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 21, 1955

Type Code X021
Nehalem River Bridge (Sta. 6+55 to Sta. 10+37)(Contract No. 4460)

All Required	Shoring, Cribbing, etc.	$	$ 13,500.00
650 cu. yds.	Structural Excavation	7.00	4,550.00
20 cu. yds.	Excavation Below Elevation Shown	25.00	500.00
700 lin. ft.	Furnish Treated Timber Piling	1.33	931.00
16 only	Drive Timber Piles	50.00	800.00
940 cu. yds.	Class "A" Concrete	66.00	62,040.00
230,000 lbs.	Metal Reinforcement	0.105	24,150.00
All Required	Miscellaneous Metal		750.00
180 cu. yds.	Seal Concrete	45.00	8,100.00
		Subtotal	$115,321.00
		10% Engr. & Cont.	11,532.10
		Total	$126,853.10

Length of Structure 0.072 Mile

Federal Funds..	$ 78,600.00
State Funds..	24,126.55
County Funds..	24,126.55
	$126,853.10

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
Funds For Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Tillamook County with the Highway Department.

UI-323(15) Union Ave.-37th Ave. Sec., 1956
T.H. Banfield Exp.
Folder # 2
#4590

RECEIVED
JAN - 1 1960
FOR FILING

[illegible] (15)

4590

December 30, 1959

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of September 16, concerning the Union Pacific Railroad Company's bill for adjustment of their communication and signal lines to permit construction of the T. H. Banfield Highway between Union Ave. and 42nd Ave.

The highway improvement on the section was done under three Federal-aid projects, Project UI-323(15) Union Ave.-37th Ave., Project I-323(20) 37th Ave.-42nd Ave. and UI-323(11) 39th Ave. Undercrossing.

The work by the railroad was of such nature that it was necessarily performed as a unit rather than by the separate projects, thus making it almost impossible to show separate costs for each of the projects. Accordingly, since most of the railroad revision work was required for the construction of the Union Ave.-37th Ave. Section, Project UI-323(15), the bill for the entire revision was submitted with the final voucher for that project. All railroad work involved in the above projects are included in the final Union Pacific Company's bill submitted with the final voucher for Project UI-323(15). We are enclosing a copy of a letter from the Union Pacific Company dated September 28, 1958, advising the bill is final for the above projects.

We advised you that work under Contract 4590, Project UI-323(15) was completed September 1, 1957, and work under Contract 4829, Project I-323(20) was completed December 3, 1957. Normal procedure, however, requires restoration of the railroad facilities after completion of the highway work and the railroad work subsequent to the above dates was occassioned for this reason. We are enclosing a copy of a letter from the Union Pacific Company dated Oct. 7, 1959,

advising the work of removing the underground cable between 37th Ave. and 39th Ave. and restoring to open lines on poles was done during June 20 to June 24, 1958. For the above reasons we believe the railroad work, subsequent to the highway contracts completion dates listed in the railroad bill No. 822924, is eligible for Federal reimbursement.

Your suggestion concerning submission of railroad progress bills with progress Federal-aid vouchers where the work is to be of considerable duration, appears desirable and will be kept in mind.

You will note in the third paragraph of the Union Pacific Company's letter of October 7, 1959, mention is made that work on the N.E. 16th Ave. and Holladay Street connections, Project I-80N-1(5)1 is to be made under a subsequent separate billing.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]:jb

592

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

408 State Highway Bldg.
Salem, Oregon

When replying, refer to
08-35.5

[illegible]

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

457 [illegible]

Re: Oregon Project UI-323(15), Union Ave.-37th Ave. Section of the T. H. Banfield Expressway

Dear Sir:

An audit was made of the Union Pacific Railroad Company's bills included in the PR-20 Final Voucher on the above project. We are attaching one copy of Form 302 indicating the exceptions revealed during the audit.

On pages 9 to 12 of the PR-302 are listed exceptions for work done by the railroad company from September 1957 to June 1958. These costs were all incurred after your notice to us of completion date on September 1, 1957.

Before any recommendations are made on these citations we would like to have your comments or reasons for the railroad work after completion date. Also any other comments you may have on other citations as listed.

The Bureau Auditor has recommended that the State Highway Department submit progress vouchers covering railroad work on progressive bills when the construction period covers a considerable time. This project started in 1955 and some records had been destroyed. Progress vouchers covering railroads progressive billings would save audit time, improve relations with the company, and insure complete documentation being readily available.

Very truly yours,

C. G. Polk
Division Engineer

Porter
[illegible]

ENCL.

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

408 State Highway Bldg.
Salem, Oregon

When replying, refer to
08-35.5

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project UI-323(15), Union Ave.-37th Ave. Section of the T. H. Banfield Expressway

Dear Sir:

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On pages 9 to 12 of the PR-302 are listed exceptions for work done by the railroad company from September 1957 to June 1956. These costs were all incurred after your notice to us of completion date on September 1, 1957.

Before any recommendations are made on these citations we would like to have your comments or reasons for the railroad work after completion date. Also any other comments you may have on other citations as listed.

The Bureau Auditor has recommended that the State Highway Department submit progress vouchers covering railroad work on progressive bills when the construction period covers a considerable time. This project started in 1955 and some records had been destroyed. Progress vouchers covering railroads progressive billings would save audit time, improve relations with the company, and insure complete documentation being readily available.

Very truly yours,

C G Polk
C. G. Polk
Division Engineer

Refer [illegible]

ENCL.

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2925 NO. LARRABEE AVE.
PORTLAND 17, OREGON

OCTOBER 7, 1959

(File Ref. D 9016 - 32 - 14)

Mr. Ivan D. Merchant,
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Merchant:

Willamette River - 42d Avenue Section,
Banfield Expressway

Replying to your letter of October 1st concerning Railroad Bill No. 822924 issued in connection with the captioned project:

A check of our records indicates that the charges, June 1958, were in connection with removing the underground cable through the 37th and 39th Avenue structures and restoring the line to open wire. This work was performed in four days, from June 20th to the 24th.

The work on the Holladay Street Overcrossing occurred on June 13th and 14th, and 16th through 19th, and covered the placing of our wire lines underground. These latter charges will appear in a bill for the 16th Street Crossing, when it is compiled.

I trust this gives you enough information to clear up your question.

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent

cc: Mr. R. M. Brown,
District Engineer, UPRR -
Portland.

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

SEPTEMBER 28, 1959

File Ref. D 9016 - 32 - 19

Mr. Ivan D. Merchant,
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Merchant:

N. E. 39th Avenue Overcrossing --
Banfield Expressway

In reply to your recent inquiry concerning billing of Railroad expenses on the captioned project:

This will confirm your understanding that all Railroad expenses between 42nd Avenue and the Willamette River, whether in connection with overcrossing structure or contracts for the construction of the Banfield itself, were charged to the Banfield Expressway work and billed with reference to "Contract Audit No. 85902, dated September 9, 1955, our Work Order 7498-1-CW." The quoted information appears at the latter part of the description of the work on the billheads. This includes expenses at the 39th Avenue overcrossing as well as the 37th and Sandy Blvd. overcrossing.

The billing was made pursuant to the above-mentioned agreement, which covered all the work on this section of the Banfield Expressway without regard to construction contracts awarded by the State.

A separate agreement covered 39th Avenue because the easement runs to the City of Portland.

To further confirm that it was intended to bill all the expenses against the Banfield Expressway, you are referred to Mr. Kidder's letter of October 19, 1955 to Mr. Baldock, to the attention of Mr. Paxson, giving an estimate of Railroad work, broken down to the various features.

Yours very truly,

G. H. Baker

G. H. Baker, Superintendent

RECEIVED

When replying, refer to
08-35.3

408 State Highway Bldg.
Salem, Oregon

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project UI-323(15), Union Ave.-
37th Ave. Section of the T. H. Banfield
Expressway

Dear Sir:

An audit was made of the Union Pacific Railroad Company's bills included in the PR-20 Final Voucher on the above project. We are attaching one copy of Form 302 indicating the exceptions revealed during the audit.

On pages 9 to 12 of the PR-302 are listed exceptions for work done by the railroad company from September 1957 to June 1958. These costs were all incurred after your notice to us of completion date on September 1, 1957.

Before any recommendations are made on these citations we would like to have your comments or reasons for the railroad work after completion date. Also any other comments you may have on other citations as listed.

The Bureau Auditor has recommended that the State Highway Department submit progress vouchers covering railroad work on progressive bills when the construction period covers a considerable time. This project started in 1955 and some records had been destroyed. Progress vouchers covering railroads progressive billings would save audit time, improve relations with the company, and insure complete documentation being readily available.

Very truly yours,

C. G. Polk
Division Engineer

orig to Potter

ENCL.

[illegible] 4590

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JUL 17 1959
FOR FILING

UI 323(15)

4590

June 24, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of revised estimate for the Union Avenue-37th Avenue Section, Project No. UI-323(15).

The estimate has been revised to include work performed by the City of Portland. This is not a request for modification of the project agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DAR:cr

Oregon State Highway Department

Federal Aid
Project No. UI-323(15)

UNION AVENUE-37th AVENUE SECTION OF THE T. H. BANFIELD
EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate revised to include utility work by the City of Portland. Estimate based on construction quantities, approved price agreements, extra work orders, etc., Not as a basis for modification of project agreement.)

Salem, Oregon, June 23, 1959

Type Code 0010
Roadway (Sta. 18+40 to Sta. 32+00)(Sta. 120+00 to Sta. 124+92)(Contract No. 4590)

Clearing and Grubbing (10%)	All Required	$	$ 1,000.00
Removal of Pavement	729.3 sq.yds.	.40	291.72
Drainage Excavation, Unclassified	3,591.4 cu.yds.	2.00	7,182.80
General Excavation, Unclassified	57,319.7 cu.yds.	.35	20,061.90
Disposing of Excess Material	23,011.7 cu.yds.	.425	9,779.97
Short Overhaul	43,016 yd.sta.	.019	817.30
Finishing Roadbed and Slopes (10%)	All Required		500.00
Rounding Cutbanks	660 lin.ft.	.20	132.00
18-inch Corrugated Metal Drain Pipe	1,266 lin.ft.	3.00	3,798.00
30-inch Asbestos Bonded Corrugated Metal Pipe, Protected Invert	1,189 lin.ft.	10.00	11,890.00
24-inch Coated Steel Pipe, Paved Invert	261 lin.ft.	13.00	3,393.00
Extra for Pipe Under Railroad (90%)	All Required		9,000.00
Concrete Manholes, Type "A", 12' to 18' Deep	1 only	300.00	300.00
Special Concrete Manholes	2 only	300.00	600.00
Metal Guard Rail	160 lin.ft.	3.00	480.00
Hand Placed Riprap	18.92 cu.yds.	7.00	132.44
Gravel Backfill	30 cu.yds.	4.00	120.00
	Subtotal		$69,479.13
P.A. #2 3/4" - 0 Material in Base	1,235 cu.yds.	$2.50	3,087.50
P.A. #4 3/4" - 0 Material in Binder Course	122 cu.yds.	3.45	420.90
P.A. #6 Type "B" Manhole	1 each	300.00	300.00
E.W.O. #7 Slide Removal and Reshape Slopes	All Required		111.89
Portland General Electric Co. #56-4-988D	All Required		557.98
Portland General Electric Co. #56-4-1031D	All Required		546.32
Pacific Telephone & Telegraph Co. CSA #54812	All Required		245.85
Union Pacific Railroad Co. (10%)	All Required		6,648.70
Southern Pacific Railroad #437805 (For R.R. Co. inspectors, trackwalkers, & flagmen as per contract page 17 & 18 under heading "Crossing Under Railroad Tracks".)	All Required		2,470.99
	Subtotal		$83,869.26
	Engr. & Cont.		7,145.24
			$91,014.50

Length of Roadway.	0.351 mile
Length of 2 Structures	0.000 mile (Exception)
Total Length	0.351 mile
Cost of Roadway per mile	$259,300.57

Type Code 2010
Roadway (Sta. 32+00 to 120+00) (Contract No. 4590)

Clearing and Grubbing (90%)	All	Required	$	$ 9,000.00
Removal of Buildings Nos. 1, 2 and 3	All	Required		40,000.00
Removal of Pavement	7,035.4	sq.yds.	.40	2,814.16
Removal of Curbs	4,144.5	lin.ft.	.10	414.45
Removal of Walks and Driveways	2,338.3	sq.yds.	.30	701.49
Removal of Catch Basins and Inlets	20	only	10.00	200.00
Removal of Manholes	7	only	100.00	700.00
Drainage Excavation, Unclassified	22,955.4	cu.yds.	2.00	45,910.80
General Excavation, Unclassified	569,125.6	cu.yds.	.35	199,193.96
Disposing of Excess Material	367,016.8	cu.yds.	.425	155,982.14
Short Overhaul	45,475.3	yd.sta.	.019	864.03
Finishing Roadbed and Slopes (90%)	All	Required		4,500.00
Rounding Outbanks	9,895	lin.ft.	.20	1,979.00
36-inch Concrete Pipe	180	lin.ft.	7.00	1,260.00
8-inch Concrete Sewer Pipe	5,430	lin.ft.	1.10	5,973.00
12-inch Concrete Sewer Pipe	661	lin.ft.	2.50	1,652.50
15-inch Concrete Sewer Pipe	783	lin.ft.	2.60	2,035.80
18-inch Concrete Sewer Pipe	2,319	lin.ft.	2.80	6,493.20
21-inch Concrete Sewer Pipe	2,385	lin.ft.	3.80	9,063.00
24-inch Concrete Sewer Pipe	1,576	lin.ft.	4.30	6,776.80
24-inch Reinforced Concrete Sewer Pipe	2,176	lin.ft.	6.50	14,144.00
Extra for Pipe Under Pavement	178	lin.ft.	3.00	534.00
Extra for Pipe Under Railroad (10%)	All	Required		1,000.00
6-inch Perforated Metal Drain Pipe	788	lin.ft.	1.30	1,024.40
8-inch Perforated Metal Drain Pipe	3,197	lin.ft.	2.00	6,394.00
8-inch Perforated Concrete Drain Pipe	5,061	lin.ft.	1.20	6,073.20
Special Backfill in Drains	1,214.43	cu.yds.	5.50	6,679.37
Concrete Catch Basins	49	only	55.00	2,695.00
Concrete Inlets	28	only	55.00	1,540.00
Special Catch Inlets	2	only	55.00	110.00
Concrete Manholes, Type "A", 6' or Less Deep	5	only	220.00	1,100.00
Concrete Manholes, Type "A", 6' to 12' Deep	18	only	260.00	4,680.00
Concrete Manholes, Type "A", 12' to 18' Deep	7	only	300.00	2,100.00
Concrete Manholes, Type "A", over 18' Deep	9	only	340.00	3,060.00
Drop Manholes, 10' or less Deep	1	only	280.00	280.00
Drop Manholes, over 10' Deep	4	only	300.00	1,200.00
Diversion Manholes	1	only	600.00	600.00
Concrete Manholes, Type "B" Modified	2	only	300.00	600.00
Adjustment of Manholes	5	only	280.00	1,400.00
Reconstruction of Manholes	7	only	230.00	1,610.00
Class "A" Concrete in Sleeves	48.9	cu.yds.	50.00	2,445.00

Metal Reinforcement in Sleeves	707	lbs.	$ .15	$ 106.05
Concrete Curbs	739.52	cu.yds.	35.00	25,883.20
Concrete Walks & Surfacing	2,246.85	sq.yds.	3.00	6,740.55
Concrete Driveways	145.15	sq.yds.	4.00	580.60
1½-inch Electrical Conduit	257.1	lin.ft.	1.20	308.52
Metal Guard Rail	3,125.5	lin.ft.	3.00	9,376.50
Coarse Crushed Material in Base	65,813	cu.yds.	1.80	118,463.40
Sprinkling	2,079	M-gals.	2.25	4,677.75
Preparation of Base	All	Required		750.00
RC-3 Asphalt in Binder Course	105.51	tons	37.50	3,956.63
Class "B" Asphaltic Concrete	1,506.37	tons	7.00	10,544.59
Asphaltic Concrete Gutter	1,115	lin.ft.	1.25	1,393.75
Structural Excavation	2,635.31	cu.yds.	2.00	5,270.62
Excavation Below Elevation Shown	32.56	cu.yds.	4.00	130.24
Class "A" Concrete	2,560.66	cu.yds.	40.00	102,426.40
Metal Reinforcement	468,240	lbs.	.11	51,506.40
Metal Rail	168.39	lin.ft.	5.00	841.95
Electrical Work	All	Required		500.00
		Subtotal		$ 898,240.45
P.A. #2 3/4" - 0 Material in Base	4,943	cu.yds.	2.50	12,357.50
P.A. #4 3/4" - 0 Material in Binder Course	490	cu.yds.	3.45	1,690.50
P.A. #5 Remove Building #4	All	Required		4,000.00
P.A. #6 Type "B" Manholes	1	each	300.00	300.00
P.A. #7 General Excavation	884	cu.yds.	.35	309.40
P.A. #8 Cement Adjustment, Favor of State	15.69	bbls.	3.70	58.05 Cr.
E.W.O. #6 Construct A.C. Gutters with Drainage Connection	All	Required		1,718.56
E.W.O. #7 Slide Removal and Reshape Slopes	All	Required		1,322.59
Union Pacific Railroad Co. (90%)	All	Required		59,838.21
City of Portland, Oregon, #14440	All	Required		3,484.79
		Subtotal		$ 983,203.95
		Engr. & Cont.		84,004.80
		Total		$1,067,208.75

Length of Roadway. . . . . 1.566 miles
Length of 4 Structures . . . . 0.000 miles (Exceptions)
Length of Roadway (Sta. 44+20 to 46+18)
Sta. 67+87 to Sta. 69+38)(Sta. 87+75 to
89+15) . . . . 0.092 miles (Exceptions)
Total Length . . . . 1.658 miles
Cost of Roadway per mile $681,487.07

Type Code X223
Doernbecher Overcrossing (Sta. 92+47.2 to Sta. 92+89.2)(Contract No. 4590)

Structural Excavation	234.31	cu.yds.	$ 3.00	$ 702.93
Class "A" Concrete	862.3	cu.yds.	50.00	43,115.00
Metal Reinforcement	168,629	lbs.	.11	18,549.19
		Subtotal		$62,367.12
P.A. #8 Cement Adjustment, Favor of State	5.23	bbls.	3.70	19.35 Cr.
		Subtotal		$62,347.77
		Engr. & Cont.		5,407.20
		Total		$67,754.97

Length of Structure. . . . . 0.008 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway (Grading)	$ 91,014.50	$ 56,401.00	$ 34,613.50
Roadway (Surfacing)	1,067,208.75	661,349.00	405,859.75
Structure	67,754.97	41,988.00	25,766.97
	$1,225,978.22	$759,738.00	$466,240.22

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939

State Funds for Maint.: Chap. 529, laws, 1939

UNION AVE.-37th AVE. SECTION

Project No. UI-323(15)

Cost of Work done by the Union Pacific Railroad Co.

Labor		$ 44,702.57
Materials		21,784.34
	Total	$ 66,486.91
	Use	$ 66,486.91

Cost of Work done by the City of Portland

Labor and Overhead		$ 2,069.28
Material		666.61
Equipment		748.90
	Total	$ 3,484.79
	Use	$ 3,484.79

Cost of Work done by the Pacific Telephone & Telegraph Co.

Labor and Overhead		$ 138.00
Material		102.17
Equipment		13.53
Salvage Credit		7.85 Cr.
	Total	$ 245.85
	Use	$ 245.85

Cost of Work done by the Portland General Electric Co.

Labor		$ 844.12
Material		205.30
Cartage		84.00
Salvage Credit		29.12 Cr.
	Total	$1,104.30
	Use	$1,104.30

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MAR 3 - 1958
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COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

71T-322115

4590

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

March 3, 1958

Gibbons & Reed Co.
P. O. Box 4989
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on Feb. 27, 1958, had under discussion your request for an extension of time from Oct. 15, 1956, to Sept. 1, 1957, within which to complete your Contract No. 4590, for structure, grading and stone base on the Union Ave.-37th Ave. Section of the T. H. Banfield Expressway in Multnomah County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Tom Edwards
A. G. Skelton
James Dun

NOTED ON CARD
em

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FEB 18 1958
FOR FILING

February 17, 1958

Oregon State Highway Commission

Request for extension of time
No. 4
February 27-28 meeting

Gentlemen:

Herewith is a request from Gibbons and Reed Company for an extension of time on the Union Avenue-37th Avenue Section, Contract No. 4590, from October 16, 1956 to September 10, 1957.

Extremely wet weather in the spring of 1956 held up the contractor and he was unable to start clearing until the middle of March. The ground was not sufficiently dried out to permit grading until the middle of April. In the fall (on October 15) wet weather again stopped work and it was impossible to place any base rock or do any paving until the spring of 1957.

The contractor attempted to work in all types of weather and it is my belief that he did all that was possible to complete the project within the specified limit. I recommend that the extension be granted without penalty. Mr. C. G. Polk concurs in this recommendation.

This is not a liquidated damages contract.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Tom Edwards

(Construction) fn

M. Williams

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FEB 26 1958

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4590

February 17, 1958

NOTED
W. C. WILLIAMS

Contract #4590
T. H. Banfield Expressway
Union Ave.-37th. Ave.

FINAL COST ANALYSIS
Structures, Grading and Stone Base
Gibbons & Reed, Contractors
James Don, Resident Engineer

Multnomah County
Prefix 26-1062-201 (41)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1. Clearing & Grubbing	100%	All	$10,000.00	$13,097.40	$ 13,097.40	$ 10,000.00
2. Removal of Bldgs. 1,2&3	100%	All	40,000.00	48,840.13	48,840.13	40,000.00
4. Removal of pavement	7,764.7	Sq.Yd.	.40	.327	2,538.73	3,105.80
5. Removal of Curbs	4,144.5	Lin.Ft.	.10	.094	388.41	414.45
6. Removal of Walks & Driveways	2,338.3	Sq.Yd.	.30	.235	549.30	701.49
7. Removal of Catch Basins and Inlets	20	Each	10.00	7.31	146.22	200.00
8. Removal of Manholes	7	"	100.00	104.64	732.53	700.00
9 Drainage Excav. Unclass.	26,546.8	Cu.Yd.	2.00	1.92	50,915.24	53,093.60
10. General Exca.Unclass.	626,445.3	" "	.35	.337	211,381.79	219,255.86
11. Disposing of Excess Materials	390,023.5	" "	.425	.395	154,087.31	165,762.11
12. Short Overhaul	88,491.3	Yd.Sta.	.019	.014	1,229.21	1,681.33
14. Finishing R/B & Slopes	100%	All	5,000.00	4,871.64	4,871.64	5,000.00
15. Rounding Cutbanks	10,555	Lin.Ft.	.20	.32	3,393.39	2,111.00
16. 36" Conc. Pipe	180	" "	7.00	8.44	1,519.57	1,260.00
17. 8" Conc. Sewer Pipe	5,430	" "	1.10	1.08	5,895.03	5,973.00
18. 12" Conc. Sewer Pipe	661	" "	2.50	2.23	1,472.15	1,652.00
19. 15" Conc. Sewer Pipe	783	" "	2.60	2.68	2,098.77	2,035.80
20. 18" Conc. Sewer Pipe	2,319	" "	2.80	2.40	5,731.04	6,493.20
21. 21" Conc. Sewer Pipe	2,385	" "	3.80	3.59	8,570.17	9,063.00
22. 24" Conc. Sewer Pipe	1,576	" "	4.30	4.34	6,846.96	6,776.80
24. 24" Reinf. Conc. Sewer Pipe	2,176	" "	6.50	7.04	15,326.70	14,144.00
25. 18" Corr. Metal Pipe Unctd	1,266	" "	3.00	3.08	3,906.44	3,798.00

Contract #4590

Items	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
26. 30" asb-Bonded Corr. Metal Pipe	1,189	Lin.Ft.	$ 10.00	$ 8.85	$ 10,518.34	$ 11,890.00
27. 24" Coated Steel Pipe Prot. Invert.	261	" "	13.00	12.30	3,211.57	3,393.00
28. Extra for Pipe, under Pavement	178	" "	3.00	1.22	217.70	534.00
29. Extra for Pipe under Railroad	100%	All	10,000.00	10,387.88	10,387.88	10,000.00
30. 6" Perf. Metal Drain Pipe Uncoated	788	Lin.Ft.	1.30	1.27	1,003.17	1,024.40
31. 8" Perf. Metal Drain Pipe Uncoated	3,197	" "	2.00	1.59	5,095.72	6,394.00
32. 8" Perf. Conc. Pipe, Drain	5,061	" "	1.20	1.01	5,127.66	6,073.20
33. Special Backfill in Drains	1,214.43	Cu. Yds.	5.50	3.42	4,149.97	6,679.37
34. Concrete Catch Basins	49	Each	55.00	40.21	1,970.28	2,695.00
35. Concrete Inlets	28	Each	55.00	40.21	1,125.88	1,540.00
36. Special Conc. Inlets	2	"	55.00	40.20	80.40	110.00
37. Conc. Manholes Type "A" 6' or less deep	5	"	220.00	212.67	1,063.35	1,100.00
38. Conc. Manholes Type "A" 6' to 12' Deep	18	"	260.00	232.86	4,191.58	4,600.00
39. Conc. Manholes Type "A" 12' to 18' Deep	8	"	300.00	299.80	2,398.40	2,400.00
40. Conc. Manholes Type "A" over 18' Deep	9	"	340.00	432.85	3,895.61	3,060.00
41. Drop Manholes 10' or Less Deep	1	"	280.00	221.71	221.71	280.00
42. Drop Manholes over 10' Deep	4	"	300.00	250.24	1,000.94	1,200.00
43. Special Conc. Manholes	2	"	300.00	173.99	347.97	600.00
44. Diversion Manholes	1	"	600.00	576.32	576.32	600.00

Contract #4590

Items	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
26. 30" asb-Bonded Corr. Metal Pipe	1,189	Lin.Ft.	$ 10.00	$ 8.85	$ 10,518.34	$ 11,890.00
27. 24" Coated Steel Pipe Prot. Invert.	261	" "	13.00	12.30	3,211.57	3,393.00
28. Extra for Pipe, under Pavement	178	" "	3.00	1.22	217.70	534.00
29. Extra for Pipe under Railroad	100%	All	10,000.00	10,387.88	10,387.88	10,000.00
30. 6" Perf. Metal Drain Pipe Uncoated	788	Lin.Ft.	1.30	1.27	1,003.17	1,024.40
31. 8" Perf. Metal Drain Pipe Uncoated	3,197	" "	2.00	1.59	5,095.72	6,394.00
32. 8" Perf. Conc. Pipe, Drain	5,061	" "	1.20	1.01	5,127.66	6,073.20
33. Special Backfill in Drains	1,214.43	Cu. Yds.	5.50	3.42	4,149.97	6,679.37
34. Concrete Catch Basins	49	Each	55.00	40.21	1,970.28	2,695.00
35. Concrete Inlets	28	Each	55.00	40.21	1,125.88	1,540.00
36. Special Conc. Inlets	2	"	55.00	40.20	80.40	110.00
37. Conc. Manholes Type "A" 6' or less deep	5	"	220.00	212.67	1,063.35	1,100.00
38. Conc. Manholes Type "A" 6' to 12' Deep	18	"	260.00	232.86	4,191.58	4,600.00
39. Conc. Manholes Type "A" 12' to 18' Deep	8	"	300.00	299.80	2,398.40	2,400.00
40. Conc. Manholes Type "A" over 18' Deep	9	"	340.00	432.85	3,895.61	3,060.00
41. Drop Manholes 10' or Less Deep	1	"	280.00	221.71	221.71	280.00
42. Drop Manholes over 10' Deep	4	"	300.00	250.24	1,000.94	1,200.00
43. Special Conc. Manholes	2	"	300.00	173.99	347.97	600.00
44. Diversion Manholes	1	"	600.00	576.32	576.32	600.00

Contract #4590

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
45. Conc. Manholes Type "B" mod.	2	Each	$ 300.00	$ 291.15	$ 582.30	$ 600.00
46. Adjustment of Manholes	5	"	280.00	288.86	1,443.17	1,400.00
48. Reconstruction of Manholes	7	"	230.00	225.66	1,579.61	1,610.00
49. Class "A" Conc. in Sleeve	48.9	Cu. Yd.	50.00	46.08	2,253.16	2,445.00
50. Metal Reinforcements in Sleeves	707	Lb.	.15	.125	87.37	106.05
51. Concrete Curbs	739.52	Cu.Yd.	35.00	34.22	25,308.14	25,883.20
52. Conc. Walks & Surfacing	2,246.85	Sq.Yd.	3.80	2.73	6,133.90	6,740.55
53. Concrete Driveways	145.15	" "	4.00	3.84	557.85	580.60
54. 1½" Electrical Conduit	257.1	Lin.Ft.	1.20	1.18	302.88	308.52
55. Metal Guard Rail	3,285.5	" "	3.00	2.70	8,863.62	9,856.50
58. Coarse Cr. Mat'l in base	65,813	Cu. Yd.	1.80	1.75	115,172.75	118,463.50
60. Sprinkling	2,079	M/Gal	2.25	2.38	4,954.90	4.677.75
61. Prep. of Base	100%	All	750.00	700.00	700.00	750.00
63. R.C.-3 Asphalt in Binder Course	105.51	Ton	37.50	37.00	3,903.87	3,956.63
64. Class "B" Asph. Conc.	1,506.37	"	7.00	5.96	8,975.37	10,544.59
68. Asph. Conc. Gutter	1,115	Lin.Ft.	1.25	1.25	1,393.75	1,393.75
69. Hand placed riprap	18.92	Cu.Yd.	7.00	7.06	133.66	132.44
70. Gravel Backfill	30	" "	4.00	6.20	186.15	120.00
71. Structual Excav.	2,635.31	" "	2.00	2.00	5,280.60	5,270.62
72. Excav. below Elev. shown	32.56	" "	4.00	4.36	142.01	130.24
73. Class "A" Concrete	2,560.66	" "	40.00	38.68	99,036.91	102,426.60
74. Metal Reinforcement	468,240	Lb.	.11	.105	49,024.72	51,506.40
75. Metal Rail	168.39	Lin.Ft.	5.00	3.61	607.95	841.95
76. Electrical Work	100%	All	500.00	256.16	256.16	500.00

Contract #4590

Items	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
77. Structual Excav.	234.31	Cu.Yd.	$ 3.00	$ 5.49	$ 1,286.99	$ 702.93
79. Class "A" Concrete	862.3	" "	50.00	46.90	40,444.86	43,115.00
80. Metal Reinforcement	168,629	Lb.	.11	.107	18,129.61	18,549.19
P.A.1 Finish Roadbed and Slopes	100%	All	160.00	116.97	116.97	160.00
PA1 Rounding Cutbanks	165	Lin.Ft.	.20	.15	24.13	33.00
PA #1 Concrete Curbs	16.36	Cu. Yd.	35.00	33.33	545.28	572.00
PA #1 Coarse Crushed Material in Base	1,850	" "	2.76	2.09	3,857.99	5,106.00
PA #1 3/4"-0 Crushed Material in Base	80	" "	3.51	2.98	238.33	280.80
PA #1 Sprinkling	21	M/Gal	2.25	2.00	42.00	47.25
PA #1 3/4"-0 Material in Binder Course	30	Cu. Yd.	3.50	3.00	90.00	105.00
PA #1 R.C.-3 Asphalt in Binder Course	3.84	Ton	37.50	35.58	136.63	144.00
PA #1 Preparation of Base	100%	All	24.00	24.00	24.00	24.00
PA #2 3/4"-0 Material in Base	6,178	Cu.Yd.	2.50	2.50	15,445.00	15,445.00
PA #3 Place and Compact Embankment	4,588.6	" "	.65	.52	2,380.54	2,982.59
PA #3 Reconstruct Manhole	100%	All	310.00	226.63	226.63	310.00
PA #4 3/4"-0 Material in Binder Course	612	Cu.Yd.	3.45	3.25	1,989.00	2,111.40
PA #5 Removal of Building #4	100%	All	12,000.00	6,506.39	6,506.39	12,000.00
PA #6 Construct Type "B" Manhole	2	Each	300.00	269.36	538.71	600.00
PA #7 General Excavation	884	Cu.Yd.	.35	.26	226.20	309.40
PA #8 Cement Adj. Favor of State	-20.92	bbl	3.70		- 77.40	- 77.40

Contract #4590

Items	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #9 Additional Allow for 24" Pipe under railroad	100%	All	$ 613.91	$ 448.41	$ 448.41	$ 613.91
Force Account					7,203.48	7,892.80
					$1,036,827.13	$1,078,747.05

Gross Revenue	$1,078,747.05
Total Cost	1,036,827.13
Net Profit	41,919.92

Net Profit Equals 3.88% Gross Revenue

Contract #4590 DETAIL OF COST

Supervision	$ 30,270.21	
Labor	295,577.65	
Labor Insurance and Health and Welfare	34,891.13	
		$ 360,738.99

Equipment Rental and Miscellaneous:	215,979.87	
Gas Oil and Grease	34,043.72	
Bond	5,418.00	
Move in	3,841.11	
Office Supplies and Telephone	23,398.08	
Safety	1,380.87	
Street Protection	309.98	
Railroad Protection	431.94	
P.L. & P.D.	4,130.86	
		288,934.43

Sub-Contractors:		
Pacific Concrete Items 51, 52, 53 & P.A. 1	32,601.30	
Newport Const. Co. Items 58,60,61,63,P.A.1 & P.A.A.	144,962.12	
R. & W. Item 55	2,956.95	
Warren Northwest	8,925.60	
		189,445.97

MATERIALS:	Quantity	Unit	Unit Cost	Total Cost	
36" Concrete Pipe	180	Lin.Ft.	$6.20	1,116.00	
8 " Concrete Sewer Pipe	5,430	" "	.46	2,497.80	
12" Concrete Sewer Pipe	661	" "	.80	528.80	
15" Concrete Sewer Pipe	783	" "	1.20	939.60	
18" Concrete Sewer Pipe	2,319	" "	1.60	3,710.40	
21" Concrete Sewer Pipe	2,385	" "	2.00	4,770.00	
24" Concrete Sewer Pipe	1,576	" "	3.25	5,122.00	
24" Reinf. Concrete Sewer Pipe	2,176	" "	3.85	8,377.60	
18" Corr. Metal Pipe, Uncoated	1,266	" "	2.41	3,051.06	
30" Asb-bonded Corr.Metal Pipe	1,189	" "	6.82	8,108.98	
24" Coated Steel Pipe prot.Inv.	261	" "	9.89	2,581.29	
6" Perf.Metal Drain Pipe, Unctd.	766	" "	.75	574.50	
6" Perf. Metal Bands	40	Each	.92	36.80	
8" Perf.Metal Drain Pipe Unctd.	3,197	Lin.Ft.	.98	3,133.06	
8" Perf. Metal Bands	165	Each	1.16	191.40	
8" Perf.Conc. Drain Pipe	5,061	Lin.Ft.	.53	2,682.33	
Special Backfill in Drains	1,214.43	Cu. Yds.		511.62	
					47,933.24

Misc. Invoices and Material	148,774.50
Total Cost	$1,036,827.13

Contract #4590

REMARKS:

This was a "Regular Federal Aid Project" calling for construction of one reinforced concrete overcrossing structure; 1.91 highway roadbed involving 626,445.3 cubic yards of roadbed excavation; 1.56 miles of stone base, involving 65,813 cubic yards of crushed materials and concrete retaining walls, curbs, walks and driveways involving approximately 3,500 cubic yards of Class "A" concrete and incidental work on Union Ave.-37th. Ave. section of Banfield Expressway.

The contract was bid November 3, 1955 and was awarded January 3, 1956. Work began November 7, 1955 and was completed September 10, 1957.

Clearing was not too difficult but numerous concrete foundations were removed and they proved quite costly and a loss was realized. Removal of buildings 1, 2 and 3 proved very costly, with the General Paint Building being the major cost. Drainage showed a slight profit with general excavation and disposal of excess materials showing a good profit. Finish roadbed and slopes resulted in slight loss due to part of the maintenance of haul roads for heavy earth moving equipment. Pipe prices were bid close and margin was slight.

Items 51, 52, 53 and P.A. 1 were subcontracted to Pacific Concrete.

Items 58, 60,61, 63 and P.A.A were subcontracted to Newport Construction Company.

Items 64 and 68 were subcontracted to Warren Northwest.

Building #4 known as Superbilt delayed work considerably and 12 St. structure created a bottle neck.

Equipment used on project: 4 D8 with dozers, D9 with dozer, HD9 with Front end Loader, 2 HD 21 with dozers, 9 DW 20 with scraper, 2 Euclids with scrapers, 1 ½ yard scoopmobile, 3 mod. 80 scrapers, 2 mod. 12 blades, B 15 shovel, 2 ½ yard P. & H. Shovel, 4 pickups, 4 misc. trucks, welders, compressor, water pumps, water wagon, light plants, wobble wheel roller, 20 Ton lowboy and misc. shop and hand tools. All equipment was in good condition.

Complete ownership rental was allowed on all equipment. Good supervision, efficient operation resulted in 3.88% profit.

M. N. Juve
Chief Cost Analyst

By

H. R. Sturgis

RECEIVED
MAR 5 - 1958
FOR FILING

[illegible]

(CONTRACT NO.)

4590

OREGON STATE HIGHWAY DEPARTMENT
(date)

Feb. 14, 1958

(EST. NO.)

(CONTRACTOR)

4590
(VOUCHER NO.)

24 Final
(WARRANT NO.)

Gibbons and Reed Co.
(AMOUNT)

(DATE)

2659

H 204266

$ 32,189.44

2/13/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

G P Winchcomb
ACCOUNTING DIVISION

Specified completion date: Oct. 15, 1956

Time Extensions: Sept. 1, 1957

Completion Date: Sept. 1, 1957

Date Accepted: Feb. 27, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Mar. 3, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 3, 1958

NOTED ON CARD

RECEIVED
FEB 4 - 1958
FOR FILING

4590

Feb. 4, 1958

CERTIFIED MAIL

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 4590 for strusture, grading and stone base on the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway in Multnomah County was completed by the contractor, Gibbons and Reed Company, on Sept. 1, 1957, but has not as yet been accepted by the Commission.

Final payment in the amount of $32,189.44 will be released to the contractor after acceptance by the Commission. The total contract amount is $1,078,747.05, of which amount $7,892.80 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
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JAN 30 1958
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4590

January 27, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Union Avenue-37th Avenue Contract, No. 4590, Oregon UI-323 (15), from October 15, 1956 to September 1, 1957, to Gibbons and Reed Company, contractor.

Extremely wet weather in the spring of 1956 held up the contractor, and he was not able to start clearing until the middle of March. The ground was not sufficiently dried out to permit grading until the middle of April. In the fall (on October 15), wet weather again stopped work, and it was impossible to place any base rock or do any paving until the spring of 1957.

The contractor attempted to work in all types of weather, and it is my belief that he did all that was possible to complete the project and I recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EAP:dmh me
cc Mr. Tom Edwards

RECEIVED
DEC 10 1957

FOR FILING

December 9, 1957

CERTIFIED MAIL

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Illinois

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Gibbons & Reed Co. on contract No. 4590, covering Structure, Grading & Stone Base on Union Ave.-37th Ave. Section of the T. H. Banfield Expressway in Multnomah County. This payment, in the amount of $7,318.21 will be released to contractor on or after December 19, 1957. The retained percentage is $32,367.76.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Continental Casualty Co.
Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
12-9-57

Form E-1—1094—7-57

A

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

(II-3-2-E)
4590)

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 16, 1957

Section Union Ave. - 37th Ave.

Kind of work Structure, Grading & Stone Base

Highway T.H.Banfield County Multnomah

Section prefix 26-1062

Contractor Gibbons & Reed Co.

Contract number 4590

Date of contract January 3, 1956

Specified work days Does Not Apply

Date work started November 7, 1955

Work days used Does Not Apply

Project authorization $1,358,626.50

Exclusive of engineering $1,262,013.06

Per cent of time elapsed 211.5 %

(October 15, 1956)

Estimated cost of completed project, exclusive of engineering . . $1,170,028.81

Estimated per cent overrun or underrun . . . 7.29 %

Per cent of contract completed, ~~based on total contract price~~ . . 100 %

Engineering authorization $96,613.44

Engineering cost to date $100,198.00, 103.7 %

Date project was completed September 1, 1957

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed. Semi-final submitted to Division Office on Nov. 12, 1957.

CONSTRUCTION DIVISION
RECEIVED
NOV 1 1957
NOTED-- ☐ ☐ ☐ ☐ ☐

Signed James Don
James Don, Res ident Engineer

Address P.O.Box 4699 Portland, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 8146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.92	1.56			
Miles partially completed					
Miles completed	1.92	1.56			
Total estimated quantities (contract)	710,000 cy	69,000 cy			
Total quantities corrected to date	626,445 cy	71,991 cy			
Estimated quantities moved or placed to date	626,445 cy	71,991 cy			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Rain		
Wednesday	Rain		
Thursday	Showers		
Friday	Fair		
Saturday			

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Oct. 16, 1957

CERTIFIED MAIL

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

It is the intention of the State Highway Commission to release to Gibbons & Reed Company a portion of the funds heretofore retained by the Commission on Contract No. 4590, for structure, grading and stone base on the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway in Multnomah County.

This payment, in the amount of $58,886.77, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $32,141.42. The present payment will be released on or after October 26, 1957.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
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SEP 23 1957
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UI-323(15)

4590

September 20, 1957

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 1, 1957, on Contract No. 4590, Union Avenue-37th Avenue Section in Multnomah County, in connection with Federal Aid Project No. UI-323(15).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: Clarence O. Swanson

DBP:cr

4590

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SEP 5 - 1957
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Monthly transaction number 8-49	Form [illegible]-2A (5-[illegible]57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number 7 UI 323(15)	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County Multnomah
		Project number UI-323(15)

4590

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on April 23, 1956, is hereby modified as follows:

Revised estimated total cost of project $ 1,264,359.96

Revised Federal funds $ 783,500.00

Other revisions - None.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 20th day of August, 1957.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds

Chairman, State Highway Commission
(Title)

By Mrs McSun

Member, State Highway Commission
(Title)

By

Member, State Highway Commission
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C H Polk
Division Engineer

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11170

August 6, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Modification of Project Agreement, signed by the Highway Commission for the Union Ave.-37th Ave. Section, Project No. UI-323(15).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RMC:ia

June 5, 1957

Mr. C.G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of revised estimate as a basis for modification of project agreement for the Union Avenue-37th Avenue Section, Project No. UI-323(15).

Very truly yours,

W.C.Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

RNC:cr

Oregon State Highway Department

Federal Aid
Project No. UI-323(15)

UNION AVENUE-37th AVENUE SECTION OF THE T. H. BANFIELD
EXPRESSWAY IN MULTNOMAH COUNTY

(Revised Estimate as a basis for modification of project agreement. Based on low bid prices and state force work orders.)

Salem, Oregon June 5, 1957

Type Code 0010
Roadway (Sta. 18+40 to Sta. 32+00)(Sta. 120+00 to Sta. 124+92)(Contract No. 4590)

All	Required	Clearing and Grubbing (10%)	$	$ 1,000.00
1,000	sq.yds.	Removal of Pavement	0.40	400.00
3,700	cu.yds.	Drainage Excavation, Unclassified	2.00	7,400.00
65,000	cu.yds.	General Excavation, Unclassified	0.35	22,750.00
26,000	cu.yds.	Disposing of Excess Material	0.425	11,050.00
66,600	yd.sta.	Short Overhaul	0.019	1,265.40
All	Required	Finishing Roadbed and Slopes (10%)		500.00
600	lin.ft.	Rounding Cutbanks	0.20	120.00
1,400	lin.ft.	18-inch Corrugated Metal Drain Pipe	3.00	4,200.00
1,400	lin.ft.	30-inch Asbestos Bonded Corrugated Metal Pipe, Protected Invert	10.00	14,000.00
290	lin.ft.	24" Coated Steel Pipe, Paved Invert	13.00	3,770.00
20	lin.ft.	Extra for Pipe Under Pavement	3.00	60.00
All	Required	Extra for Pipe Under Railroad (90%)		9,000.00
1	only	Concrete Manholes, Type A under 6' Deep	220.00	220.00
3	only	Concrete Manholes, Type A 12' to 18' Deep	300.00	900.00
1	only	Special Concrete Manholes	300.00	300.00
180	lin.ft.	Metal Guard Rail	3.00	540.00
1,230	lin.ft.	Pressure Relief Drains	1.00	1,230.00
210	cu.yds.	Special Backfill in Pressure Relief Drains	3.00	630.00
130	cu.yds.	Hand Placed Riprap	7.00	910.00
220	cu.yds.	Gravel Backfill	4.00	880.00
				$ 81,125.40
All	Required	Work to be done by Union Pacific Co.(10%)		5,100.00
All	Required	Work to be done by Portland General Electric Co. (SFO #285)		1,104.30
All	Required	Work to be done by Pacific Telephone & Telegraph Co. (SFO #285)		245.85
		Subtotal		$ 87,575.55
		10% Engr. & Cont.		8,757.55
				$ 96,333.10

Length of Roadway	0.351 mile
Length of 2 Structures	0.000 mi. (Exception)
Total Length	0.351 mile
Cost of Roadway per mile	$274,453.27

Type Code 2010
Roadway (Sta. 32+00 to Sta. 120+00)(Contract No. 4590).

All Required	Clearing and Grubbing (90%)	$	$ 9,000.00
All Required	Removal of Buildings No. 1, 2 & 3		40,000.00
All Required	Removal of Building No. 4		4,000.00
7,000 sq.yds.	Removal of Pavement	0.40	2,800.00
4,000 lin.ft.	Removal of Curbs	0.10	400.00
2,800 sq.yds.	Removal of Walks & Driveways	0.30	840.00
20 only	Removal of Catch Basins and Inlets	10.00	200.00
8 only	Removal of Manholes	100.00	800.00
19,300 cu.yds.	Drainage Excavation, Unclassified	2.00	38,600.00
645,000 cu.yds.	General Excavation, Unclassified	0.35	225,750.00
414,000 cu.yds.	Disposing of Excess Material	0.425	175,950.00
70,400 yd.sta.	Short Overhaul	0.019	1,337.60
20 C-yd.sta.	Long Overhaul	0.80	16.00
All Required	Finishing Roadbed and Slopes (90%)		4,500.00
9,000 lin.ft.	Rounding Cutbanks	0.20	1,800.00
220 lin.ft.	36-inch Concrete Pipe	7.00	1,540.00
5,700 lin.ft.	8-inch Concrete Sewer Pipe	1.10	6,270.00
330 lin.ft.	12-inch Concrete Sewer Pipe	2.50	825.00
890 lin.ft.	15-inch Concrete Sewer Pipe	2.60	2,314.00
2,800 lin.ft.	18-inch Concrete Sewer Pipe	2.80	7,840.00
2,600 lin.ft.	21-inch Concrete Sewer Pipe	3.80	9,880.00
1,730 lin.ft.	24-inch Concrete Sewer Pipe	4.30	7,439.00
190 lin.ft.	15-inch Reinforced Concrete Sewer Pipe	4.80	912.00
2,230 lin.ft.	24-inch Reinforced Concrete Sewer Pipe	6.50	14,495.00
400 lin.ft.	Extra for Pipe Under Pavement	3.00	1,200.00
All Required	Extra for Pipe Under Railroad (10%)		1,000.00
1,560 lin.ft.	6-inch Perforated Metal Drain Pipe	1.30	2,028.00
1,040 lin.ft.	8-inch Perforated Metal Drain Pipe	2.00	2,080.00
5,700 lin.ft.	8-inch Perforated Concrete Drain Pipe	1.20	6,840.00
1,300 cu.yds.	Special Backfill in Drains	5.50	7,150.00
60 only	Concrete Catch Basins	55.00	3,300.00
28 only	Concrete Inlets	55.00	1,540.00
2 only	Special Catch Inlets	55.00	110.00
7 only	Concrete Manholes Type "A", 6 Feet or less deep	220.00	1,540.00
20 only	Concrete Manholes Type "A", 6' to 12' deep	260.00	5,200.00
7 only	Concrete Manholes Type "A", 12' to 18' deep	300.00	2,100.00
11 only	Concrete Manholes Type "A", over 18' deep	340.00	3,740.00
2 only	Drop Manholes, 10 feet or less deep	280.00	560.00
1 only	Drop Manholes, over 10 feet deep	300.00	300.00
1 only	Special Concrete Manholes	300.00	300.00
1 only	Diversion Manholes	600.00	600.00
2 only	Concrete Manholes, Type "B" Modified	300.00	600.00
3 only	Adjustment of Manholes	280.00	840.00
1 only	Adjustment of Catch Basins and Inlets	50.00	50.00
9 only	Reconstruction of Manholes	230.00	2,070.00
34 cu.yds.	Class "A" Concrete in Sleeves	50.00	1,700.00
700 lbs.	Metal Reinforcement in Sleeves	0.15	105.00
850 cu.yds.	Concrete Curbs	35.00	29,750.00
1,650 sq.yds.	Concrete Walks and Surfacing	3.00	4,950.00
150 sq.yds.	Concrete Driveways	4.00	600.00
280 lin.ft.	1½-inch Electrical Conduit	1.20	336.00

3,620 lin.ft.	Metal Guard Rail	$3.00	$10,860.00
64,600 cu.yds.	Coarse Crushed Material in Base	1.80	116,280.00
5,300 cu.yds.	3/4" - 0 Material in Base	2.55	13,515.00
1,900 M-gal.	Sprinkling	2.25	4,275.00
All Required	Preparation of Base		750.00
900 cu.yds.	3/4" - 0 Material in Binder Course	3.50	3,150.00
140 tons	MC-3 Asphalt in Binder Course	37.50	5,250.00
1,400 tons	Class "B" Asphaltic Concrete	7.00	9,800.00
2 tons	RS-1 Asphalt in Tack Coat	60.00	120.00
6 tons	RS-2 Asphalt in Pavement Seal	50.00	300.00
30 cu.yds.	Aggregate in Pavement Seal	7.50	225.00
1,000 lin.ft.	Asphaltic Concrete Gutter	1.25	1,250.00
2,900 cu.yds.	Structural Excavation	2.00	5,800.00
50 cu.yds.	Excavation Below Elevation Shown	4.00	200.00
2,400 cu.yds.	Class "A" Concrete	40.00	96,000.00
400,000 lbs.	Metal Reinforcement	0.11	44,000.00
200 lin.ft.	Metal Rail	5.00	1,000.00
All Required	Electrical Work		500.00
			$951,372.60
All Required	Work to be done by Union Pacific Co. (90%)		45,900.00
	Subtotal		$997,272.60
	10% Engr. & Cont.		99,727.26
	Total		$1,096,999.86

Length of Roadway	1.566 miles
Length of 4 Structures	0.000 miles (Exceptions)
Length of Roadway (Sta. 44+20 to Sta. 46+18) (Sta. 67+87 to Sta. 69+38)(Sta. 87+75 to 89+15)	0.092 miles (Exception)
Total Length	1.658 miles
Cost of Roadway Per Mile	$700,510.76

Type Code X220
Doernbecker Overcrossing (Sta. 92+47.2 to Sta. 92+89.2)(Contract No. 4590)

260 cu.yds.	Structural Excavation	3.00	780.00
15 cu.yds.	Excavation Below Elevation Shown	6.00	90.00
900 cu.yds.	Class "A" Concrete	50.00	45,000.00
170,000 lbs.	Metal Reinforcement	0.11	18,700.00
	Subtotal		$64,570.00
	10% Engr.& Cont.		6,457.00
	Total		$71,027.00

Length of Structure 0.008 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway (Grading	$ 96,333.10	$ 59,696.00	$ 36,637.10
Roadway (Surfacing)	1,096,999.86	679,790.00	417,209.86
Structure	71,027.00	44,014.00	27,013.00
	$1,264,359.96	$783,500.00	$480,859.96

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws 1920;
Chap. 529, laws, 1939.

State Funds for Maint.: Chap. 529, laws 1939.

UNION AVE.-37th AVE. SECTION

PROJECT NO. UI-323(15)

(Work to be performed by Union Pacific Company's forces.)

Rearrange Signal and Communication Lines	$ 49,965.00
Shift Northwestern Ice Co. Spur	1,380.00
Remove Blake-McFall, Giebisch & Joplin, Lyon and Andrews-Connover Spurs (Value of Salvaged Materials estimated sufficient to equal cost of removal)	- -
Total	$ 51,345.00
(Use)	$ 51,000.00

Form PR 2 (Revised 1950)

RECEIVED
MAY 1 - 1956
FOR FILING

UI-323 (15)
4590

State Oregen
Project No. UI-323(15)
GPR8-1984

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 23rd day of April, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 27th day of May, 1955, a program, which was approved on the 20th day of June, 1955, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 19th day of October, 1955, and the sum of seven hundred eighty-two thousand and 00/100 dollars ($782,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT [illegible]E DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 18+40 and 124+92 in Portland,

, length 1.925 miles, in Multnomah County,

being Oregon project No. UI-323(15), consisting of 1.917 miles of

roadway and one bridges, ~~each~~ of more than 20 feet clear span, 0.008 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of seven hundred eighty-two thousand and 00/100 dollars ($782,000.00), which does not exceed the authorized Federal pro rata share of one million, two hundred sixty-two thousand, eight hundred seventy-four and 80/100 dollars ($1,262,874.80), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of [illegible] Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By ______________________
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By ______________________
Member, State Highway Commission
(Title of officer)

By ______________________
(Title of officer)

By ______________________
(Title of officer)

RECOMMENDED FOR APPROVAL:
Assistant STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By ______________________
Division Engineer,
Bureau of Public Roads.

A4.62

Oregon State Highway Department

Federal Aid
Project No. UI-323(15)

UNION AVENUE-37TH AVENUE SECTION OF THE

T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code 0010
Roadway (Sta. 10+40 to Sta. 32+00)(Sta. 120+00 to Sta. 124+92)(Contract No. 4520)

All Required	Clearing and Grubbing (10%)	$	$ 1,000.00
1,000 sq. yds.	Removal of Pavement	0.40	400.00
3,700 cu. yds.	Drainage Excavation, Unclassified	2.00	7,400.00
65,000 cu. yds.	General Excavation, Unclassified	0.35	22,750.00
26,000 cu. yds.	Disposing of Excess Material	0.425	11,050.00
66,600 yd. sta.	Short Overhaul	0.019	1,265.40
All Required	Finishing Roadbed and Slopes (10%)		500.00
600 lin. ft.	Rounding Cut banks	0.20	120.00
1,400 lin. ft.	18-inch Corrugated Metal Drain Pipe	3.00	4,200.00
1,400 lin. ft.	30-inch Asbestos Bonded Corrugated Metal Pipe, Protected Invert	10.00	14,000.00
290 lin. ft.	24" Coated Steel Pipe, Paved Invert	13.00	3,770.00
20 lin. ft.	Extra for Pipe Under Pavement	3.00	60.00
All Required	Extra for Pipe Under Railroad (90%)		9,000.00
1 only	Concrete Manholes, Type A under 6' Deep	220.00	220.00
3 only	Concrete Manholes, Type A 12' to 13' Deep	300.00	900.00
1 only	Special Concrete Manholes	300.00	300.00
180 lin. ft.	Metal Guard Rail	3.00	540.00
1,230 lin. ft.	Pressure Relief Drains	1.00	1,230.00
210 cu. yds.	Special Backfill in Pressure Relief Drains	3.00	630.00
130 cu. yds.	Hand Placed Riprap	7.00	910.00
220 cu. yds.	Gravel Backfill	4.00	880.00
			$ 81,125.40
All Required	Work to be done by Union Pacific Co.(10%)		5,100.00
	Subtotal		$ 86,225.40
	10% Engr. & Cont.		8,622.54
	Total		$ 94,847.94

Length of Roadway	0.351 Mile
Length of 2 Structures	0.000 Mile (Exception)
Total Length	0.351 Mile
Cost of Roadway Per Mile	$270,222.05

Type Code 2010

Roadway (Sta. 32+00 to Sta. 120+00)(Contract No. 1020)

All	Required	Clearing and Grubbing (90%)	$	$ 9,000.00
All	Required	Removal of Buildings No. 1, 2 & 3		40,000.00
All	Required	Removal of Building No. 4		4,000.00
7,000	sq. yds.	Removal of Pavement	0.40	2,800.00
4,000	lin. ft.	Removal of Curbs	0.10	400.00
2,800	sq. yds.	Removal of Walks & Driveways	0.30	840.00
20	only	Removal of Catch Basins and Inlets	10.00	200.00
8	only	Removal of Manholes	100.00	800.00
19,300	cu. yds.	Drainage Excavation, Unclassified	2.00	38,600.00
645,000	cu. yds.	General Excavation, Unclassified	0.35	225,750.00
414,000	cu. yds.	Disposing of Excess Material	0.425	175,950.00
70,400	yd. sta.	Short Overhaul	0.019	1,337.60
20	C-yd.sta.	Long Overhaul	0.80	16.00
All	Required	Finishing Roadbed and Slopes (90%)		4,500.00
9,000	lin. ft.	Rounding Cutbanks	0.20	1,800.00
220	lin. ft.	36-inch Concrete Pipe	7.00	1,540.00
5,700	lin. ft.	8-inch Concrete Sewer Pipe	1.10	6,270.00
330	lin. ft.	12-inch Concrete Sewer Pipe	2.50	825.00
890	lin. ft.	15-inch Concrete Sewer Pipe	2.60	2,314.00
2,800	lin. ft.	18-inch Concrete Sewer Pipe	2.80	7,840.00
2,600	lin. ft.	21-inch Concrete Sewer Pipe	3.80	9,880.00
1,730	lin. ft.	24-inch Concrete Sewer Pipe	4.30	7,439.00
190	lin. ft.	15-inch Reinforced Concrete Sewer Pipe	4.80	912.00
2,230	lin. ft.	24-inch Reinforced Concrete Sewer Pipe	6.50	14,495.00
400	lin. ft.	Extra for Pipe Under Pavement	3.00	1,200.00
All	Required	Extra for Pipe Under Railroad (10%)		1,000.00
1,560	lin. ft.	6-inch Perforated Metal Drain Pipe	1.30	2,028.00
1,040	lin. ft.	8-inch Perforated Metal Drain Pipe	2.00	2,080.00
5,700	lin. ft.	8-inch Perforated Concrete Drain Pipe	1.20	6,840.00
1,300	cu. yds.	Special Backfill in Drains	5.50	7,150.00
60	only	Concrete Catch Basins	55.00	3,300.00
28	only	Concrete Inlets	55.00	1,540.00
2	only	Special Catch Inlets	55.00	110.00
7	only	Concrete Manholes Type "A", 6 feet or less deep	220.00	1,540.00
20	only	Concrete Manholes Type "A", 6' to 12' deep	260.00	5,200.00
7	only	Concrete Manholes Type "A", 12' to 18' deep	300.00	2,100.00
11	only	Concrete Manholes Type "A", over 18' deep	340.00	3,740.00
2	only	Drop Manholes, 10 feet or less deep	280.00	560.00
1	only	Drop Manholes, over 10 feet deep	300.00	300.00
1	only	Special Concrete Manholes	300.00	300.00
1	only	Diversion Manholes	600.00	600.00
2	only	Concrete Manholes, Type "B" Modified	300.00	600.00
3	only	Adjustment of Manholes	280.00	840.00
1	only	Adjustment of Catch Basins and Inlets	50.00	50.00
9	only	Reconstruction of Manholes	230.00	2,070.00
34	cu. yds.	Class "A" Concrete in Sleeves	50.00	1,700.00
700	lbs.	Metal Reinforcement in Sleeves	0.15	105.00
850	cu. yds.	Concrete Curbs	35.00	29,750.00
1,650	sq. yds.	Concrete Walks and Surfacing	3.00	4,950.00
150	sq. yds.	Concrete Driveways	4.00	600.00
280	lin. ft.	1½-inch Electrical Conduit	1.20	336.00

3,620 lin. ft.	Metal Guard Rail	$3.00	$ 10,860.00
64,600 cu. yds.	Course Crushed Material in Base	1.80	116,280.00
5,300 cu. yds.	3/4" - 0 Material in Base	2.55	13,515.00
1,900 M-gal.	Sprinkling	2.25	4,275.00
All Required	Preparation of Base		750.00
900 cu. yds.	3/4" - 0 Material in Binder Course	3.50	3,150.00
140 tons	MC-3 Asphalt in Binder Course	37.50	5,250.00
1,400 tons	Class "B" Asphaltic Concrete	7.00	9,800.00
2 tons	RS-1 Asphalt in Tack Coat	60.00	120.00
6 tons	RS-2 Asphalt in Pavement Seal	50.00	300.00
30 cu. yds.	Aggregate in Pavement Seal	7.50	225.00
1,000 lin. ft.	Asphaltic Concrete Gutter	1.25	1,250.00
2,900 cu. yds.	Structural Excavation	2.00	5,800.00
50 cu. yds.	Excavation Below Elevation Shown	4.00	200.00
2,400 cu. yds.	Class "A" Concrete	40.00	96,000.00
400,000 lbs.	Metal Reinforcement	0.11	44,000.00
200 lin. ft.	Metal Rail	5.00	1,000.00
All Required	Electrical Work		500.00
			$951,372.60
All Required	Work to be Done by Union Pacific Co.(90%)		45,900.00
		Subtotal	$997,272.60
		10% Engr. & Cont.	99,727.26
		Total	$1,096,999.86

Length of Roadway	1.566 Miles
Length of 4 Structures	0.000 Miles (Exceptions)
Length of Roadway (Sta. 44+20 to Sta. 46+18) (Sta. 67+87 to Sta. 69+38)(Sta. 87+75 to 89+15)	0.092 Miles (Exception)
Total Length	1.658 Miles
Cost of Roadway Per Mile	$700,510.76

Type Code X220
Deer.Locker Overcrossing (Sta. 92+47.2 to Sta. 92+89.2)(Contract No. 4590)

260 cu. yds.	Structural Excavation	$3.00	$ 780.00
15 cu. yds.	Excavation Below Elevation Shown	6.00	90.00
900 cu. yds.	Class "A" Concrete	50.00	45,000.00
170,000 lbs.	Metal Reinforcement	0.11	18,700.00
		Subtotal	$ 64,570.00
		10% Engr. & Cont.	6,457.00
		Total	$ 71,027.00

Length of Structure 0.008 Miles

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway (Grading)	$ 94,847.94	$ 58,732.00	$ 36,115.94
Roadway (Surfacing)	1,096,999.86	679,287.00	417,712.86
Structure	71,027.00	43,981.00	27,046.00
	$1,262,874.80	$782,000.00	$480,874.80

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

UNION AVE.-37TH AVE. SECTION

PROJECT NO. UI-323(15)

(Work to be performed by Union Pacific Company's forces.)

Rearrange Signal and Communication Lines		$49,965.00
Shift Northwestern Ice Co. Spur		1,380.00
Remove Blake-McFall, Giebisch & Joplin, Lyon and Andrews-Connover Spurs (Value of Salvaged Materials estimated sufficient to equal cost of removal)		- -
	Total	$51,345.00
	(Use)	$51,000.00

Oregon State Highway Department

Federal Aid Project
No. UI-323(15)

UNION AVENUE-37TH AVENUE SECTION
OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 17, 1955

Type Code 0010
Roadway (Sta. 18+40 to Sta. 32+00)

All Required	Clearing and Grubbing (10%)		$ 3,200.00
1,000 sq. yd.	Removal of Pavement	$ 0.40	400.00
3,700 cu. yds.	Drainage Excavation, Unclassified	4.00	14,800.00
39,200 cu. yds.	General Excavation, Unclassified	0.35	13,720.00
66,600 yd. sta.	Short Overhaul	0.02	1,332.00
All Required	Finishing Roadbed and Slopes (10%)		200.00
1,400 lin. ft.	18-inch Corrugated Metal Drain Pipe	4.00	5,600.00
1,400 lin. ft.	30-inch Asbestos Bonded Corrugated Metal Pipe, Protected Invert	9.00	12,600.00
290 lin. ft.	24-inch Coated Steel Pipe, Paved Invert	14.50	4,205.00
20 lin. ft.	Extra for Pipe Under Pavement	5.00	100.00
All Required	Extra for Pipe Under Railroad (90%)		14,850.00
1 only	Concrete Manholes, Type "A" under 6' Deep	175.00	175.00
3 only	Concrete Manholes, Type "A" under 12' to 18' Deep	300.00	900.00
1 only	Special Concrete Manholes	400.00	400.00
180 lin. ft.	Metal Guard Rail	3.00	540.00
1,230 lin. ft.	Pressure Relief Drains	5.00	6,150.00
210 cu. yds.	Special Backfill in Pressure Relief Drains	6.00	1,260.00
130 cu. yds.	Hand Placed Riprap	3.00	390.00
220 cu. yds.	Gravel Backfill	5.00	1,100.00
	Subtotal		$ 81,922.00
	10% Engr. & Cont.		8,192.20
	Total		$ 90,114.20

Length of Roadway	0.258 mile
Length of 2 Structures	0.000 mile (Exception)
Total Length	0.258 mile
Cost of Roadway per mile	$349,279.84

Type Code 2010
Roadway (Sta. 32+00 to Sta. 124+92)

All Required	Clearing and Grubbing (90%)		$ 28,800.00
All Required	Removal of Buildings No. 1, 2 and 3		25,000.00
All Required	Removal of Building No. 4		15,000.00
7,000 sq. yds.	Removal of Pavement	$ 0.40	2,800.00
4,000 lin. ft.	Removal of Curbs	0.25	1,000.00
2,800 sq. yds.	Removal of Walks & Driveways	0.40	1,120.00
20 only	Removal of Catch Basins and Inlets	15.00	300.00

8 only	Removal of Manholes	$ 35.00	$ 280.00
19,300 cu. yds.	Drainage Excavation, Unclassified	4.00	77,200.00
670,800 cu. yds.	General Excavation, Unclassified	0.35	234,780.00
440,000 cu. yds.	Disposing of Excess Material	0.65	286,000.00
70,400 yd. sta.	Short Overhaul	0.02	1,408.00
20 C-yd. sta.	Long Overhaul	0.50	10.00
All Required	Finishing Roadbed and Slopes		1,800.00
9,600 lin. ft.	Rounding Cutbanks	0.18	1,728.00
220 lin. ft.	36-inch Concrete Pipe	8.25	1,815.00
5,700 lin. ft.	8-inch Concrete Sewer Pipe	1.50	8,550.00
330 lin.ft.	12-inch Concrete Sewer Pipe	2.25	742.50
890 lin. ft.	15-inch Concrete Sewer Pipe	3.00	2,670.00
2,800 lin. ft.	18-inch Concrete Sewer Pipe	3.50	9,800.00
2,600 lin. ft.	21-inch Concrete Sewer Pipe	4.00	10,400.00
1,730 lin. ft.	24-inch Concrete Sewer Pipe	5.00	8,650.00
190 lin. ft.	15-inch Reinforced Concrete Sewer Pipe	3.50	665.00
2,230 lin. ft.	24-inch Reinforced Concrete Sewer Pipe	4.50	10,035.00
400 lin. ft.	Extra for Pipe under Pavement	5.00	2,000.00
All Required	Extra for Pipe under Railroad (10%)		1,650.00
1,560 lin. ft.	6-inch Perforated Metal Drain Pipe	1.75	2,730.00
1,040 lin. ft.	8-inch Perforated Metal Drain Pipe	2.25	2,340.00
5,700 lin. ft.	8-inch Perforated Concrete Drain Pipe	1.75	9,975.00
1,300 cu. yds.	Special Backfill in Drains	5.00	6,500.00
60 only	Concrete Catch Basins	75.00	4,500.00
28 only	Concrete Inlets	60.00	1,680.00
2 only	Special Catch Inlets	50.00	100.00
7 only	Concrete Manholes Type "A", 6' or less Deep	175.00	1,225.00
20 only	Concrete Manholes Type "A", 6' to 12' Deep	250.00	5,000.00
7 only	Concrete Manholes Type "A", 12' to 18' Deep	300.00	2,100.00
11 only	Concrete Manholes Type "A", over 18' Deep	375.00	4,125.00
2 only	Drop Manholes, 10' or Less Deep	550.00	1,100.00
1 only	Drop Manholes, over 10' Deep	650.00	650.00
1 only	Special Concrete Manholes	400.00	400.00
1 only	Diversion Manholes	700.00	700.00
2 only	Concrete Manholes, Type "B" Modified	200.00	400.00
3 only	Adjustment of Manholes	75.00	225.00
1 only	Adjustment of Catch Basins and Inlets	50.00	50.00
9 only	Reconstruction of Manholes	125.00	1,125.00
34 cu. yds.	Class "A" Concrete in Sleeves	100.00	3,400.00
700 lbs.	Metal Reinforcement in Sleeves	0.20	140.00
850 cu. yds.	Concrete Curbs	45.00	38,250.00
1,650 sq. yds.	Concrete Walks & Surfacing	4.00	6,600.00
150 sq. yds.	Concrete Driveways	5.00	750.00
280 lin. ft.	1½-inch Electrical Conduit	1.50	420.00
3,620 lin. ft.	Metal Guard Rail	3.00	10,860.00
64,600 cu. yds.	Coarse Crushed Material in Base	1.90	122,740.00
5,300 cu. yds.	3/4" - 0 Material in Base	2.15	11,395.00
1,900 M-gal.	Sprinkling	2.50	4,750.00
All Required	Preparation of Base		1,000.00
900 cu. yds.	3/4" - 0 Material in Binder Course	5.00	4,500.00
140 tons	RC-3 Asphalt in Binder Course	40.00	5,600.00
1,400 tons	Class "B" Asphaltic Concrete	7.00	9,800.00
2 tons	RS-1 Asphalt in Tack Coat	40.00	80.00
6 only	RS-2 Asphalt in Pavement Seal	40.00	240.00

30 cu. yds.	Aggregate in Pavement Seal	$ 5.00	$ 150.00
1,000 lin. ft.	Asphaltic Concrete Gutter	2.00	2,000.00
2,900 cu. yds.	Structural Excavation	5.00	14,500.00
50 cu. yds.	Excavation Below Elevation Shown	10.00	500.00
2,400 cu. yds.	Class "A" Concrete	60.00	144,000.00
400,000 lbs.	Metal Reinforcement	0.115	46,000.00
200 lin. ft.	Metal Rail	5.50	1,100.00
All Required	Electrical Work		350.00
	Subtotal		$1,208,253.50
			120,825.35
			$1,329,078.85

Length of Roadway 1.647 miles
Length of 4 Structures 0.000 mile (Exceptions)
Length of Roadway (Sta. 44+20 to Sta. 46+18)
(Sta. 67+87 to Sta. 69+38)(Sta. 87+75 to
Sta. 89+15) 0.093 mile (Exception)
Cost of Roadway per mile $806,969.58

Type Code X220
Doernbecker Overcrossing (Sta. 92+47.2 to Sta. 92+89.2)

260 cu. yds.	Structural Excavation	$ 5.00	$ 1,300.00
15 cu. yds.	Excavation Below Elevation Shown	10.00	150.00
900 cu. yds.	Class "A" Concrete	60.00	54,000.00
170,000 lbs.	Metal Reinforcement	0.115	19,550.00
	Subtotal		$ 75,000.00
	10% Engr. & Cont.		7,500.00
	Total		$ 82,500.00

Length of Structure 0.008 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway (Grading)	$ 90,114.20	$ 55,808.00	$ 34,306.20
Roadway (Surfacing)	1,329,078.85	823,100.00	505,978.85
Structure	82,500.00	51,092.00	31,408.00
	$1,501,693.05	$930,000.00	$571,693.05

Oregon State Highway Department

Federal Aid
Project No. UI-323(15)

UNION AVENUE-37TH AVENUE SECTION OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Oct. 18, 1955

Type Code 0010
Roadway (Sta. 18+40 to Sta. 32+00) (Sta. 120+00 to 124+22)

		$	$
All Required	Clearing and Grubbing (10%)		3,200.00
1,000 sq. yds.	Removal of Pavement	0.40	400.00
3,700 cu. yds.	Drainage Excavation, Unclassified	4.00	14,800.00
65,000 cu. yds.	General Excavation, Unclassified	0.35	22,750.00
26,000 cu. yds.	Disposing of Excess Material	0.65	16,900.00
66,600 yd.stas.	Short Overhaul	0.02	1,332.00
All Required	Finishing Roadbed and Slopes (10%)		200.00
600 lin. ft.	Rounding Cutbanks	0.18	108.00
1,400 lin. ft.	18-inch Corrugated Metal Drain Pipe	4.00	5,600.00
1,400 lin. ft.	30-inch Asbestos bonded Corrugated Metal Pipe, Protected Invert	9.00	12,600.00
290 lin. ft.	24" Coated Steel Pipe, Paved Invert	14.50	4,205.00
20 lin. ft.	Extra for Pipe Under Pavement	5.00	100.00
All Required	Extra for Pipe Under Railroad (90%)		14,850.00
1 only	Concrete Manholes, Type A under 6' Deep	175.00	175.00
3 only	Concrete Manholes, Type A 12' to 18' Deep	300.00	900.00
1 only	Special Concrete Manholes	400.00	400.00
180 lin. ft.	Metal Guard Rail	3.00	540.00
1,230 lin. ft.	Pressure Relief Drains	5.00	6,150.00
210 cu. yds.	Special Backfill in Pressure Relief Drains	6.00	1,260.00
130 cu. yds.	Hand Placed Riprap	3.00	390.00
220 cu. yds.	Gravel Backfill	5.00	1,100.00
	Subtotal		$107,960.00
	10% Engr. & Cont.		10,796.00
	Total		$118,756.00

Length of Roadway	0.351 Mile
Length of 2 Structures	0.000 Mile (Exception)
Total Length	0.351 Mile
Cost of Roadway Per Mile	$338,336.18

Type Code 2010
Roadway (Sta. 32+00 to Sta. 120+00)

		$	$
All Required	Clearing and Grubbing (90%)		28,800.00
All Required	Removal of Buildings No. 1, 2 and 3		25,000.00
All Required	Removal of Building No. 4		15,000.00
7,000 sq. yds.	Removal of Pavement	0.40	2,800.00
4,000 lin. ft.	Removal of Curbs	0.25	1,000.00
2,800 sq. yds.	Removal of Walks & Driveways	0.40	1,120.00
20 only	Removal of Catch Basins and Inlets	15.00	300.00

8 only	Removal of Manholes	$35.00	$ 280.00
19,300 cu. yds.	Drainage Excavation, Unclassified	4.00	77,200.00
645,000 cu. yds.	General Excavation, Unclassified	0.35	225,750.00
414,000 cu. yds.	Disposing of Excess Material	0.65	269,100.00
70,400 yd. sta.	Short Overhaul	0.02	1,408.00
20 C-yd.sta.	Long Overhaul	0.50	10.00
All Required	Finishing Roadbed and Slopes		1,800.00
9,000 lin. ft.	Rounding Cutbanks	0.18	1,620.00
220 lin. ft.	36-inch Concrete Pipe	8.25	1,815.00
5,700 lin. ft.	8-inch Concrete Sewer Pipe	1.50	8,550.00
330 lin. ft.	12-inch Concrete Sewer Pipe	2.25	742.50
890 lin. ft.	15-inch Concrete Sewer Pipe	3.00	2,670.00
2,800 lin. ft.	18-inch Concrete Sewer Pipe	3.50	9,800.00
2,600 lin. ft.	21-inch Concrete Sewer Pipe	4.00	10,400.00
1,730 lin. ft.	24-inch Concrete Sewer Pipe	5.00	8,650.00
190 lin. ft.	15-inch Reinforced Concrete Sewer Pipe	3.50	665.00
2,230 lin. ft.	24-inch Reinforced Concrete Sewer Pipe	4.50	10,035.00
400 lin. ft.	Extra for Pipe Under Pavement	5.00	2,000.00
All Required	Extra for Pipe Under Railroad (10%)		1,650.00
1,560 lin. ft.	6-inch Perforated Metal Drain Pipe	1.75	2,730.00
1,040 lin. ft.	8-inch Perforated Metal Drain Pipe	2.25	2,340.00
5,700 lin. ft.	8-inch Perforated Concrete Drain Pipe	1.75	9,975.00
1,300 cu. yds.	Special Backfill in Drains	5.00	6,500.00
60 only	Concrete Catch Basins	75.00	4,500.00
28 only	Concrete Inlets	60.00	1,680.00
2 only	Special Catch Inlets	50.00	100.00
7 only	Concrete Manholes, Type A, 6' or less Deep	175.00	1,225.00
20 only	Concrete Manholes, Type A, 6' to 12' Deep	250.00	5,000.00
7 only	Concrete Manholes, Type A, 12' to 18' Deep	300.00	2,100.00
11 only	Concrete Manholes, Type A, over 18' Deep	375.00	4,125.00
2 only	Drop Manholes, 10' or less Deep	550.00	1,100.00
1 only	Drop Manholes, over 10' Deep	650.00	650.00
1 only	Special Concrete Manholes	400.00	400.00
1 only	Diversion Manholes	700.00	700.00
2 only	Concrete Manholes, Type B Modified	200.00	400.00
3 only	Adjustment of Manholes	75.00	225.00
1 only	Adjustment of Catch Basins and Inlets	50.00	50.00
9 only	Reconstruction of Manholes	125.00	1,125.00
34 cu. yds.	Class "A" Concrete in Sleeves	100.00	3,400.00
700 lbs.	Metal Reinforcement in Sleeves	0.20	140.00
850 cu. yds.	Concrete Curbs	45.00	38,250.00
1,650 sq. yds.	Concrete Walks and Surfacing	4.00	6,600.00
150 sq. yds.	Concrete Driveways	5.00	750.00
280 lin. ft.	1½-inch Electrical Conduit	1.50	420.00
3,620 lin. ft.	Metal Guard Rail	3.00	10,860.00
64,600 cu. yds.	Coarse Crushed Material in Base	1.90	122,740.00
5,300 cu. yds.	3/4" - 0 Material in Base	2.15	11,395.00
1,900 M-gals.	Sprinkling	2.50	4,750.00
All Required	Preparation of Base		1,000.00

900 cu. yds.	3/4" - 0 Material in Binder Course	$5.00	$ 4,500.00
140 tons	RC-3 Asphalt in Binder Course	40.00	5,600.00
1,400 tons	Class "B" Asphaltic Concrete	7.00	9,800.00
2 tons	RS-1 Asphalt in Tack Coat	40.00	80.00
6 tons	RS-2 Asphalt in Pavement Seal	40.00	240.00
30 cu. yds.	Aggregate in Pavement Seal	5.00	150.00
1,000 lin. ft.	Asphaltic Concrete Gutter	2.00	2,000.00
2,900 cu. yds.	Structural Excavation	5.00	14,500.00
50 cu. yds.	Excavation Below Elevation Shown	10.00	500.00
2,400 cu. yds.	Class "A" Concrete	60.00	144,000.00
400,000 lbs.	Metal Reinforcement	0.115	46,000.00
200 lin. ft.	Metal Rail	5.50	1,100.00
All Required	Electrical Work		350.00
	Subtotal		$1,182,215.50
	10% Engr. & Cont.		118,221.55
	Total		$1,300,437.05

Length of Roadway 1.566 Miles
Length of 4 Structures 0.000 Mile (Exceptions)
Length of Roadway (Sta. 44+20 to Sta. 46+18)
(Sta. 67+87 to Sta. 69+38)(Sta. 87+75 to 89+15)
0.092 Mile (Exception)
Total Length 1.658 Miles
Cost of Roadway Per Mile $830,419.60

Type Code X220
Doernbecker Overcrossing (Sta. 92+47.2 to Sta. 92+89.2)

260 cu. yds.	Structural Excavation	$5.00	$ 1,300.00
15 cu. yds.	Excavation Below Elevation Shown	10.00	150.00
900 cu. yds.	Class "A" Concrete	60.00	54,000.00
170,000 lbs.	Metal Reinforcement	0.115	19,550.00
	Subtotal		$ 75,000.00
	10% Engr. & Cont.		7,500.00
	Total		$ 82,500.00

Length of Structure 0.008 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway (Grading)	$118,756.00	$ 73,546.00	$ 45,210.00
Roadway (Surfac.)	1,300,437.05	805,362.00	495,075.05
Structure	82,500.00	51,092.00	31,408.00
	$1,501,693.05	$930,000.00	$571,693.05

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

October 25, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your requests of October 7 and 11, 1955 for individual project program changes in Item 45, Project UI-323(15), Union Ave.-37th Ave. Section, Federal-aid Urban Highway Program, were approved October 13 and 18, 1955 respectively.

The total cost will now show $1,670,000, Federal Funds $1,000,000, State funds $670,000. One terminus of the project is changed from 42nd Avenue to 37th Avenue.

Please note that in accordance with our September 19, 1955 letter the Banfield Expressway should be listed as FAI Route 2. Future references to this route should carry that designation instead of FAP Route 45. This route was not covered in Primary descriptions of revisions made necessary by abandonment of the FAUP systems which was approved effective September 8, 1955.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
OCT 25 1955
OREGON
STATE HIGHWAY COMMISSION

Orig Mr.

Oregon State Highway Department

Federal Aid
Project No. UI-323(15)

UNION AVENUE-37TH AVENUE SECTION OF THE
T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Oct. 18, 1955

Type Code 0010
Roadway (Sta. 18+40 to Sta. 32+00)(Sta. 120+00 to Sta. 124+92)

All Required	Clearing and Grubbing (10%)	$	$ 3,200.00
1,000 sq. yds.	Removal of Pavement	0.40	400.00
3,700 cu. yds.	Drainage Excavation, Unclassified	4.00	14,800.00
65,000 cu. yds.	General Excavation, Unclassified	0.35	22,750.00
26,000 cu. yds.	Disposing of Excess Material	0.65	16,900.00
66,600 yd. sta.	Short Overhaul	0.02	1,332.00
All Required	Finishing Roadbed and Slopes (10%)		200.00
600 lin. ft.	Rounding Cutbanks	0.18	108.00
1,400 lin. ft.	18" Corrugated Metal Drain Pipe	4.00	5,600.00
1,400 lin. ft.	30" Asbestos Bonded Corr. Metal Pipe, Protected Invert	9.00	12,600.00
290 lin. ft.	24" Coated Steel Pipe, Paved Invert	14.50	4,205.00
20 lin. ft.	Extra for Pipe Under Pavement	5.00	100.00
All Required	Extra for Pipe Under Railroad (90%)		14,850.00
1 only	Concrete Manholes, Type A under 6' Deep	175.00	175.00
3 only	Concrete Manholes Type A 12' to 18' Deep	300.00	900.00
1 only	Special Concrete Manholes	400.00	400.00
180 lin. ft.	Metal Guard Rail	3.00	540.00
1,230 lin. ft.	Pressure Relief Drains	5.00	6,150.00
210 cu. yds.	Special Backfill in Pressure Relief Drains	6.00	1,260.00
130 cu. yds.	Hand Placed Riprap	3.00	390.00
220 cu. yds.	Gravel Backfill	5.00	1,100.00
			$107,960.00
All Required	Work to be done by Union Pacific Co.(10%)		5,100.00
	Subtotal		$113,060.00
	10% Engr. & Cont.		11,306.00
	Total		$124,366.00

Length of Roadway 0.351 Mile
Length of 2 Structures 0.000 Mile (Exception)
Total Length 0.351 Mile
Cost of Roadway Per Mile $354,319.09

Origin
Mr. Pro

Type Code 2010
Roadway (Sta. 32+00 to Sta. 120+00)

All Required	Clearing and Grubbing (90%)	$	$ 28,800.00
All Required	Removal of Buildings No. 1, 2 & 3		25,000.00
All Required	Removal of Building No. 4		15,000.00
7,000 sq. yds.	Removal of Pavement	0.40	2,800.00
4,000 lin. ft.	Removal of Curbs	0.25	1,000.00
2,800 sq. yds.	Removal of Walks & Driveways	0.40	1,120.00
20 only	Removal of Catch Basins and Inlets	15.00	300.00
8 only	Removal of Manholes	35.00	280.00
19,300 cu. yds.	Drainage Excavation, Unclassified	4.00	77,200.00
645,000 cu. yds.	General Excavation, Unclassified	0.35	225,750.00
414,000 cu. yds.	Disposing of Excess Material	0.65	269,100.00
70,400 yd. sta.	Short Overhaul	0.02	1,408.00
20 C-yd.sta.	Long Overhaul	0.50	10.00
All Required	Finishing Roadbed and Slopes		1,800.00
9,000 lin. ft.	Rounding Cutbanks	0.18	1,620.00
220 lin. ft.	36" Concrete Pipe	8.25	1,815.00
5,700 lin. ft.	8" Concrete Sewer Pipe	1.50	8,550.00
330 lin. ft.	12" Concrete Sewer Pipe	2.25	742.50
890 lin. ft.	15" Concrete Sewer Pipe	3.00	2,670.00
2,800 lin. ft.	18" Concrete Sewer Pipe	3.50	9,800.00
2,600 lin. ft.	21" Concrete Sewer Pipe	4.00	10,400.00
1,730 lin. ft.	24" Concrete Sewer Pipe	5.00	8,650.00
190 lin. ft.	15" Reinforced Concrete Sewer Pipe	3.50	665.00
2,230 lin. ft.	24" Reinforced Concrete Sewer Pipe	4.50	10,035.00
400 lin. ft.	Extra for Pipe Under Pavement	5.00	2,000.00
All Required	Extra for Pipe Under Railroad (10%)		1,650.00
1,560 lin. ft.	6" Perforated Metal Drain Pipe	1.75	2,730.00
1,040 lin. ft.	8" Perforated Metal Drain Pipe	2.25	2,340.00
5,700 lin. ft.	8" Perforated Concrete Drain Pipe	1.75	9,975.00
1,300 cu. yds.	Special Backfill in Drains	5.00	6,500.00
60 only	Concrete Catch Basins	75.00	4,500.00
28 only	Concrete Inlets	60.00	1,680.00
2 only	Special Catch Inlets	50.00	100.00
7 only	Concrete Manholes Type "A", 6' or less deep	175.00	1,225.00
20 only	Concrete Manholes Type "A", 6' to 12' deep	250.00	5,000.00
7 only	Concrete Manholes Type "A", 12' to 18' deep	300.00	2,100.00
11 only	Concrete Manholes Type "A", over 18' deep	375.00	4,125.00
2 only	Drop Manholes, 10' or less deep	550.00	1,100.00
1 only	Drop Manholes, over 10' deep	650.00	650.00
1 only	Special Concrete Manholes	400.00	400.00
1 only	Diversion Manholes	700.00	700.00
2 only	Concrete Manholes, Type "B" Modified	200.00	400.00
3 only	Adjustment of Manholes	75.00	225.00
1 only	Adjustment of Catch Basins & Inlets	50.00	50.00
9 only	Reconstruction of Manholes	125.00	1,125.00
34 cu. yds.	Class "A" Concrete in Sleeves	100.00	3,400.00
700 lbs.	Metal Reinforcement in Sleeves	0.20	140.00
850 cu. yds.	Concrete Curbs	45.00	38,250.00
1,650 sq. yds.	Concrete Walks and Surfacing	4.00	6,600.00
150 sq. yds.	Concrete Driveways	5.00	750.00

280 lin. ft.	1½" Electrical Conduit	$ 1.50	$ 420.00
3,620 lin. ft.	Metal Guard Rail	3.00	10,860.00
64,600 cu. yds.	Coarse Crushed Material in Base	1.90	122,740.00
5,300 cu. yds.	3/4" - 0 Material in Base	2.15	11,395.00
1,900 M-gals.	Sprinkling	2.50	4,750.00
All Required	Preparation of Base		1,000.00
900 cu. yds.	3/4" - 0 Material in Binder Course	5.00	4,500.00
140 tons	RC-3 Asphalt in Binder Course	40.00	5,600.00
1,400 tons	Class "B" Asphaltic Concrete	7.00	9,800.00
2 tons	RS-1 Asphalt in Tack Coat	40.00	80.00
6 tons	RS-2 Asphalt in Pavement Seal	40.00	240.00
30 cu. yds.	Aggregate in Pavement Seal	5.00	150.00
1,000 lin. ft.	Asphaltic Concrete Gutter	2.00	2,000.00
2,900 cu. yds.	Structural Excavation	5.00	14,500.00
50 cu. yds.	Excavation Below Elevation Shown	10.00	500.00
2,400 cu. yds.	Class "A" Concrete	60.00	144,000.00
400,000 lbs.	Metal Reinforcement	0.115	46,000.00
200 lin. ft.	Metal Rail	5.50	1,100.00
All Required	Electrical Work		350.00
			$1,182,215.50
All Required	Work to be done by Union Pacific Co. (90%)		45,900.00
	Subtotal		$1,228,115.50
	10% Engr. & Cont.		122,811.55
	Total		$1,350,927.05

Length of Roadway	1.566 miles
Length of 4 Structures	0.000 mile (Exceptions)
Length of Roadway (Sta. 44+20 to Sta. 46+18) (Sta. 67+87 to Sta. 69+38)(Sta. 87+75 to 89+15)	0.092 mile (Exceptions)
Total Length	1.658 miles
Cost of Roadway per mile	$862,660.98

Type Code X220
Doernbecker Overcrossing (Sta. 92+47.2 to Sta. 92+89.2)

260 cu. yds.	Structural Excavation	$ 5.00	$ 1,300.00
15 cu. yds.	Excavation Below Elevation Shown	10.00	150.00
900 cu. yds.	Class "A" Concrete	60.00	54,000.00
170,000 lbs.	Metal Reinforcement	0.115	19,550.00
	Subtotal		$ 75,000.00
	10% Engr. & Cont.		7,500.00
	Total		$ 82,500.00

Length of Structure 0.008 mile

Origina
Mr. Pro

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway (Grading)	$ 124,366.00	$ 76,641.00	$ 47,725.00
Roadway (Surfacing)	1,350,927.05	832,518.00	518,409.05
Structure	82,500.00	50,841.00	31,659.00
	$1,557,793.05	$960,000.00	$597,793.05

UNION AVENUE-37TH AVENUE SECTION

PROJECT NO. UI-323(15)

(Work to be performed by Union Pacific Company's forces)

Rearrange Signal and Communications Lines	$49,965.00
Shift Northwestern Ice Co. Spur	1,380.00
Remove Blake-McFall, Giebisch & Joplin, Lyons and Andrews-Conover Spurs (Value of Salvaged materials estimated sufficient to equal cost of removal)	--
Total	$51,345.00
(Use)	$51,000.00

Origina
Mr. Prob

RECEIVED
MAY 29 1957
FOR FILING

UI 323(15)

4590

May 27, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7 covering slide material and reshape slopes on the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway in Multnomah County, Contract No. 4590, in connection with Federal Aid Project No. UI-323(15).

After most of the grading was done and slopes finished, slides and break-outs occurred. It is necessary to remove the slide material and reshape slopes.

Very truly yours,

W. C. Williams,
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:cr

Original to
Mr. Probert

RECEIVED
MAY 29 1957

FOR FILING
UI-323(15)

4590

May 27, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering constructing asphaltic concrete gutters on cut slopes and connecting drainage on the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway in Multnomah County, Contract No. 4590, in connection with Federal Aid Project No. UI-323(15).

This work is necessary to prevent erosion of cut slopes.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:er

RECEIVED
APR 30 1957
FOR FILING

4590

April 29, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Forces Work No. 285 covering revision of sewer line on the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway in Multnomah County, Contract No. 4590, in connection with Federal Aid Project No. UI-323(15).

It is necessary to lower the 90-inch city sewer line for wing wall and footings at Station L"93+15 - 93+45. The work is to be done by the City of Portland forces in accordance with the attached agreement. Copies of the City's estimate is also enclosed. Your approval of this order under provisions of G.A.M.-300 is requested.

Work was started on the sewer revision April 11, 1957.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
[illegible]

RECEIVED
MAR 28 1957
FOR FILING

UI-323(15)

4590

March 27, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of February 20, 1957, requesting copies of agreement between the state and the Pacific Telephone and Telegraph Company covering work by the telephone company forces in repair and replacement of telephone cable damaged during construction on the Union Avenue-37th Avenue Section, T. H. Banfield Expressway, Contract No. 4590, Oregon Project UI-323(15), under Order for State Force Work 235.

Prior to starting construction it was not known that any telephone cable was located in the vicinity of the damage, and no agreement seemed necessary. We are enclosing three copies each of the state's letter to the telephone company and their reply regarding the damaged telephone cable.

This should comply with the provisions of G.A.M.-300 and your letter of February 20.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Mr Probert

08-35

February 20, 1957

N.E. Bousha - CA 6-9953

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Order for State Force Work, No. 285
Union Ave.-37th Ave. Section, T. H.
Banfield Expressway - Oregon Project
UL-323(15)

Dear Sir:

The subject work order, dated December 7, 1956, is being held without action pending receipt of an agreement between the State and the Pacific Telephone and Telegraph Company, covering work by telephone company forces in connection with the repair and replacement of cable damaged during construction of the above named project.

The necessity for such an agreement is established by G.A.M. 300 and the required provisions to be included are as outlined therein. Since eligibility of the participating items of cost will be determined in accordance with the provisions of G.A.M. 300, it is necessary for the agreement to include that memorandum by reference.

Very truly yours,

CGPolk

C. G. POLK
District Engineer

RECEIVED
MAR 28 1957
FOR FILING

[illegible]

4-2

March 27, 1957

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of February 20, 1957, requesting copies of agreement between the state and Portland General Electric Company covering work by the electric company forces in repairing an electric cable damaged during construction on the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway, Contract No. 4690, Oregon Project No. UI-323(15), under Order for State Force Work 215.

Prior to the start of construction the presence and location of the cable to the Burnside Bridge lift span was not known, and no agreement between the state and electric company was made. We are enclosing three, each, copies of the state's letter to the Portland General Electric Company and their reply regarding the damaged cable.

This should comply with the provisions of G.A.M.-300 and your letter of February 20.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DMP:cw
Encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Mr Probert

08 -35

February 20, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Order for State Force Work No. 285
Union Avenue-37th Avenue Section,
T. H. Banfield Expressway, Oregon
Project UI-323(15), Contract No. 4590

Dear Sir:

The subject order, dated December 26, 1956, is being held without action pending receipt of an agreement between the State and the Portland General Electric Company, covering the work of repairing an electric cable damaged in connection with construction of the above named project.

The necessity for such an agreement is set forth in Section VII, A of G.A.M. 300 and its essential features are as outlined therein. Since eligibility of the participating items of cost will be determined in accordance with the provisions of G.A.M. 300, it is necessary for the agreement to include that memorandum by reference.

Very truly yours,

CGPolk

C. G. POLK
District Engineer

RECEIVED
MAR 2[illegible] 1957
FOR FI[illegible]

HI-333 (15)

4590

PORTLAND GENERAL ELECTRIC COMPANY

file

March 21, 1957

State of Oregon
State Highway Department
Salem, Oregon

Re: Our Claims No. 56-4-988D, 56-4-1031D

Gentlemen:

Your letter of March 15, 1957, directed to Mr. C. E. Robertson, right-of-way engineer, has been handed me for an answer.

This letter may be considered acknowledgement of the receipt of $1,104.30 constituting full compensation for the two claims for damages suffered on September 22, 1956, and September 27, 1956.

Sincerely,

Harry S. Osbourn
Supervisor of Claims

HSO:llw

Vo. 3542
Prefix 26-1662-285
contr 4590

Original to Mr. Probert

RECEIVED
MAR 18 1957
FOR FILING

[illegible]

4370

March 15, 1957

Portland General Electric Co.
Public Service Building
Portland 4, Oregon

Attn: Mr. C. E. Robertson, R/W Engineer

Gentlemen:

In connection with the construction of the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway in Multnomah County, you were called upon to repair and replace a buried cable transmitting power to the Burnside bridge lift span, which was broken by excavation for a sewer.

You have accomplished the work and have submitted a bill therefor in the amount of $1,104.30. This is to advise you that the Highway Commission assumes responsibility for the payment and in order that we may comply with General Administrative Memorandum No. 300, issued by the Public Roads Administration (Now Bureau of Public Roads), under date of May 1, 1946, it is requested that you give us a letter acknowledging that payment of the said amount of $1,104.30 will constitute full compensation for your claim.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

RECEIVED
MAR 18 1957
FOR FILING

UT- [illegible] (15)

[illegible]

March 17, 1957

Pacific Telephone and Telegraph Co.
509 S. W. Oak St.,
Portland, Oregon

Attn.: Mr. M. E. Boucher, R/W Agent

Gentlemen:

In connection with the construction of the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway in Multnomah County, you were called upon to repair and replace a buried telephone cable which was broken by excavation for a sewer.

You have accomplished the work and have submitted a bill therefor in the amount of $245.85. This is to advise you that the Highway Commission assumes responsibility for the payment and in order that we may comply with General Administration Memorandum No. 300, issued by the Public Roads Administration (now Bureau of Public Roads), under the date of May 1, 1946, it is requested that you give us a letter acknowledging that payment of the said $245.85 will constitute full compensation for the claim.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

LCP:er

RECEIVED
FEB 25 1957
FOR FILING

4570 08-35

February 20, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Order for State Force Work, No. 285
Union Ave.-37th Ave. Section, T. H.
Banfield Expressway - Oregon Project
UI-323(15)

Dear Sir:

The subject work order, dated December 7, 1956, is being held without action pending receipt of an agreement between the State and the Pacific Telephone and Telegraph Company, covering work by telephone company forces in connection with the repair and replacement of cable damaged during construction of the above named project.

The necessity for such an agreement is established by G.A.M. 300 and the required provisions to be included are as outlined therein. Since eligibility of the participating items of cost will be determined in accordance with the provisions of G.A.M. 300, it is necessary for the agreement to include that memorandum by reference.

Very truly yours,

C. G. POLK
District Engineer

NOTED
FORREST COOPER

Original to
Mr. Probert

RECEIVED
FEB 25 1957
FOR FILING
[illegible]
4590 08-35

February 20, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Order for State Force Work No. 285
Union Avenue-37th Avenue Section,
T. H. Banfield Expressway, Oregon
Project UI-323(15), Contract No. 4590

Dear Sir:

The subject order, dated December 26, 1956, is being held without action pending receipt of an agreement between the State and the Portland General Electric Company, covering the work of repairing an electric cable damaged in connection with construction of the above named project.

The necessity for such an agreement is set forth in Section VII, A of G.A.M. 300 and its essential features are as outlined therein. Since eligibility of the participating items of cost will be determined in accordance with the provisions of G.A.M. 300, it is necessary for the agreement to include that memorandum by reference.

Very truly yours,

C. G. POLK
District Engineer

NOTED
FORREST COOPER

Original to
Mr Probert

Forrest Cooper

FORM E-123 EOM REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
MAR 7 1957
FOR FILING

LL 323 (15)

4590

February 20, 1957

The United States National Bank
Trust Department
Portland, Oregon

Subject: Claim of Heyson Paint Co.
Contract No. 4590

Attention: Mr. C. L. Meyers
Trust Officer

Dear Mr. Meyers:

This is to acknowledge receipt of your letter of February 19, 1957, addressed to Mr. L. H. Young, Assistant Construction Engineer. We hope you will accept our apologies for not having replied to your letter of January 29, 1957 at an earlier date. However, it has taken us some time to look into the circumstances and ramifications of this problem.

You are correct in your belief that the Legal Department did not have all of the facts at the time we reached our original opinion that there was no liability on the part of the state or the contractor. Your letter, together with further investigation conducted by our engineering staff, has shed considerably more light upon the problem.

We have reviewed the matter with considerable care and are still of the opinion that there is no liability on the part of the state for any damage which might have been caused to your tenant. It does appear, however, that the activities of Gibbons & Reed Company might have contributed in some measure to the damage which was caused. Piling of dirt upon the site of the demolished building was not required under the state's contract with Gibbons & Reed Company. We are not, of course, in a position to express an opinion as to liability of Gibbons & Reed Company. However, we are forwarding a copy of this letter to Gibbons & Reed Company for such further action as the company may deem warranted.

As noted above, we must respectfully reiterate our position that there is no liability on the part of the state as a result of this incident. However, if we can be of any further assistance to you, please let us know.

Very truly yours,

NOTED
FORREST COOPER

ROBERT L. MAY, JR.
Acting Chief Counsel

RLM:mm
cc - Forrest Cooper
L. H. Young
Gibbons & Reed Company

RECEIVED
[illegible] 1957
OFFICE OF
STATE HIGHWAY ENGINEER

HEAD OFFICE
THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

February 19, 1957

Mr. L. H. Young
Assistant Construction Engineer
State Highway Department
Salem, Oregon

P-4243, Parcel 1
P-739, Parcel 1

Dear Mr. Young:

Reference is made to our letter of January 29, 1957, regarding the water damage to the Boysen Paint Company stock at the warehouse located on Lots 3 and 4, Block 74, East Portland.

We would appreciate your advising us of any action that has been taken concerning the payment of the claim made by the Boysen Paint Company.

Very truly yours,

C. I. Meyers
C. I. Meyers
Trust Officer

RHL:bab

Answered by May

Copy to May 2/20/56
Legal dept preparing reply.

CONSTRUCTION DIVISION
RECEIVED
FEB 20 1957
NOTED-- ☐ ☑ ☐ ☐ ☐
CE ACE ACE CCE

NOTED
FORREST COOPER

HEAD OFFICE
THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

February 19, 1957

Mr. L. H. Young
Assistant Construction Engineer
State Highway Department
Salem, Oregon

P-4243, Parcel 1
P-739, Parcel 1

Dear Mr. Young:

Reference is made to our letter of January 29, 1957, regarding the water damage to the Boysen Paint Company stock at the warehouse located on Lots 3 and 4, Block 74, East Portland.

We would appreciate your advising us of any action that has been taken concerning the payment of the claim made by the Boysen Paint Company.

Very truly yours,

C. I. Meyers
C. I. Meyers
Trust Officer

RHL:bab

Answered by May

Copy to May 2/20/56
Legal dept preparing reply.

CONSTRUCTION DIVISION
RECEIVED
FEB 20 1957
NOTED-- ☐ ☑ ☐ ☐ ☐
CE [illegible] ACE COE

NOTED
FORREST COOPER

RECEIVED
FEB 7 1957

FOR FILING

US-323 (15)

4590

231

Salem, Oregon
February 1, 1957

Claim - Boysen Paint
Company, 308 N. E. Davis,
Portland

Mr. Robert L. May
Acting Chief Counsel

I hand to you herewith a file which has to do with a claim of the Boysen Paint Company for damage to stock located in a warehouse at 308 N. E. Davis Street, Portland. The events leading up to the tragedy are well covered in the attached correspondence.

It seems to me that someone erred, and in my opinion it was the contractor on the job, Gibbons & Reed. If, after reviewing the correspondence, you are of the same opinion, I suggest that you direct a letter to Gibbons & Reed apprising them of their liability. I further suggest that you either send a copy of your letter to Gibbons & Reed to C. I. Meyers, Trust Officer for the U. S. National Bank, or direct a letter to him, so that he will know what action is being taken.

Will you please keep me advised.

Forrest Cooper
Deputy State Highway Engineer

FC:me

Encl.

FORM E30—50M—8-56—96654

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1957

SUBJECT: Union Avenue-37th Avenue
T. H. Banfield Expressway
Contract No. 4590

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

L

In accordance with your Assignment No. 231, I have further investigated the matter of damage to the building, and the stock contained therein, located on Lots 3 and 4, Block 74, East Portland (address - 308 N. E. Davis Street). This is in connection with the claim of the U. S. National Bank, the owners of this building, who are acting on behalf of their tenants, the Boysen Paint Company.

I yesterday went to Portland and met with Division Engineer Skelton and other members of the engineering staff, along with Mr. C. I. Meyers of the U. S. National Bank and we later contacted Mr. Max Oglesby, manager of the Boysen Paint Company. I set forth below the salient facts which this further investigation has revealed:

1. The contractor removed in its entirety the building adjacent to the building in question under the terms of the contract.

2. In the course of the removal, the contractor piled some dirt on the property and adjacent to the Boysen Paint warehouse. The origin of this material or the reason for piling it there is undetermined. I have questioned the three Resident Engineers who have been in charge of this job, the Division Engineer, and so forth, and have been unable to come up with an answer to this question.

3. In the course of the removal of the building, the roof drain system of the Boysen Paint Company building was disrupted. This permitted the drainage water from the roof to spill down the sides of the building and saturate the dirt which had been stored on the floor slab. Some water was also impounded between the dirt and the building causing leakage through the wall.

4. A storm occurred August 25, at which time there was no downspout to the Boysen warehouse and the water ran back through the wall and damaged some of their stock.

NOTED
FORREST COOPER

5. The tenants immediately notified the Bank, who in turn notified the contractor and Division Engineer Skelton. The contractor took steps to make a temporary connection with a downspout and piped it beyond the piled dirt. This was a makeshift arrangement, allowing some leakage against the wall still. The contractor had also previously hit the building with a piece of equipment, cracking the wall, and he accepted responsibility for this portion of the damage but still did not move the dirt away from the building. I was unable to determine from Mr. Skelton that he took any affirmative action at all.

6. The Bank or their tenants had the wall of the building repaired and had this wall (which had previously been an inside wall) stuccoed on the outside to make it an exterior wall. In doing this they had moved some of the dirt away from the side of the building so that the stucco could be taken below the ground line. This, in effect, created the trench which has been referred to in previous correspondence. On October 23, another storm occurred and filled this trench, which was improperly vented, both from water falling naturally and from the jury-rigged downspout which the contractor had placed to carry the water away. Again water ran through the wall of the building and into the stockroom causing considerable damage to the stock.

7. After this occurrence, Mr. A. V. Benedict, Assistant Division Engineer, looked at the problem and had the dirt piles leveled off and the ground shaped so as to prevent the recurrence of this. In connection with this, when I viewed the property yesterday, I was not satisfied with the job that had been done and directed that further work be done to make the ~~trench~~ drainage more adequate.

8. Mr. C. I. Meyers, Trust Officer for the Bank, has advised me that we have not complied with regulations of the City of Portland in giving them notice that we were going to change the roof drain system or that we were going to remove the adjacent building, thus exposing their interior wall.

9. It is apparent that it was the dirt that was piled on this property by the contractor that has led to the damage. Even though the roof drainage system was disrupted, if the dirt had not been piled on this property the water would have run off and not created the problem. The contractor piled this dirt here despite the fact that the plans did not call for this and did not remove it after the situation was called to his attention between the first and the second storms.

10. Attached hereto is a letter I received this date from Mr. Meyers enclosing an invoice of the stock that was damaged in the two storms. I viewed this stock and believe that a big portion of it is salvagable, some being damage only to the cartons it is stored in and the other, ~~rough~~ rust specks on the cans which they fear will rust on through.

On the basis of the above facts, and of the legal opinion that was rendered by our Legal section previously, I recommend that the contractor be notified that we are holding him responsible under Clause 1.7.16 of the contract for damages that have been suffered by the owner of the building and the tenant and that we will retain a sufficient amount of money to insure a settlement of the claim. The claim is in the amount of $2,904.16. I suggest that a copy of Mr. Meyers' letter of January 29 along with a copy of the invoice be forwarded to the contractor.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

Encl.

RECEIVED
JAN 31 1957
OFFICE OF
STATE HIGHWAY ENGINEER

THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

January 29, 1957

COPY

Mr. L. H. Young, Asst. Construction Engineer
State Highway Department
Salem, Oregon

Dear Mr. Young: P-739, #1 and P-4243, #1

In accordance with your request of today after inspecting the Boysen Paint Company warehouse property located on Lots 3 and 4, Block 74, East Portland, we are enclosing two copies of the statement furnished by Walter N. Boysen Co., the tenants in the building, which lists the materials damaged by water coming through the north wall of the building against which the contractor bulldozed some dirt when he graded the state highway right-of-way.

Mr. Max Oglesby, manager for Boysen Paint Company, informed me that the prices listed are wholesale prices and he said there would be some salvage if the damaged merchandise is disposed of in the near future. Incidentally, the statement covers the merchandise damaged in August, when the contractor removed the downspout from the building and provided no drainage of any kind for the roof water, as well as the damage resulting from the storm in October when the water went through the wall because of the dirt piled against it.

Mr. Oglesby also stated that it is going to be necessary in the near future to remove the damaged merchandise from the warehouse as they will be needing the space for their new stock that will be coming in.

It is our firm opinion that the contractor is responsible for the damage by reason of piling the dirt against the building unless the specification from the state required him to do so.

We would appreciate your advising your contractor of the claim made by the Boysen Paint Co. and we would suggest that the contractor advise the Boysen Paint Co. and us within the next ten days what they are going to do about this claim.

An extra copy of this letter and statement are enclosed for transmittal to your contractor if you so desire.

Yours very truly,

C I Meyer

C. I. Meyers
Trust Officer

CIM vrc
cc Mr. Oglesby
cc Mr. Edward Erickson
cc State Highway Dept.

WALTER N. BOYSEN CO.

MANUFACTURERS
PAINTS • VARNISHES • ENAMELS

ADMINISTRATIVE OFFICE AND FACTORY
42ND AND LINDEN STREET
OAKLAND 8, CALIFORNIA

PORTLAND OFFICE
306 N. E. DAVIS ST.
BELMONT 4-6614

No. 4217

INVOICE DATE 12/13/5[illegible]

DATE SHIPPED

SOLD TO
U. S. NATIONAL [illegible]
TRUST DEPARTMENT
321 S. W. [illegible]
PORTLAND, ORE[illegible]

SHIPPED TO
[illegible] MATERIAL
[illegible] BOYSEN WAREHOUSE

SHIPPED VIA

YOUR ORDER NO.	SALESMAN	WHSE. WITHDRAWAL NO.	BACK ORDERED FROM	BACK ORDERED TO	TERMS
	[illegible]				1-[illegible]-30

QUANTITY								
S.O.	ORDERED	SHIPPED	SIZE	DESCRIPTION	PRICE	UNIT	AMOUNT	TOTAL
		2		STARLITE BRUSH ASS'T	55.80		111.60	
		6	1/4	WALLPRIMER & SEALER	1.01		6.06	
		24	1/4	FLORZENE	.88		21.12	
		4	1	"	2.70		10.80	
		4	1	VICTORTONE UNDERCOATER	2.90		11.60	
		4	1	100% PURE BUFF	4.[illegible]		13.40	
		12	1/4	" " GARDEN GR	1.36		16.32	
		6	1/4	" " TOBACCO BR	1.36		8.16	
		12	1/4	P & DECK RICH RED	1.19		14.2[illegible]	
		6	1/4	PARAMOUNT EN WHITE	1.11		6.66	
		6	1/4	WHITE GOLD SEMI GL "	1.47		8.82	
		6	1/4	PARAMOUNT SEMI GLOSS WHITE	1.11		6.66	
		12	1/4	STIPPLE EN GLOSS WHITE	1.15		13.80	
		16	1	EGGSHELL STIPPLE	3.80		60.80	
		4	1	WHITE GOLD SEMI GLOSS	5.05		20.20	
		12	1	" " GOLD LABEL	5.05		60.60	
		4	1	P & DECK RICH RED	3.95		15.80	
		4	1	FLAT GOLD UNDERCOATER	3.25		13.00	
		12	1/4	P & DECK NAVY GREY	1.19		14.28	
		12	"	" WOODLAWN GR	1.19		14.28	
		6	1/4	" WARM GREY	1.19		7.14	
		12	1/4	" GREY BASE	1.11		13.32	
		8	1	" NAVY GREY	3.95		31.60	
		8	1	" WARM GREY	3.95		31.60	
		8	1	" WOODLAWN GR	3.95		31.60	
		4	1	" DEEP EYLLOW	3.95		15.80	
		12	1	" GREY BASE	3.64		43.68	
		8	1	O/D DREEM SEMI CH WHITE	4.05		32.40	
		8	1	" SI PINK	4.05		32.40	
		8	1	" ICE GREEN	4.05		32.40	
		8	1	" BUTTERCUP	4.05		32.40	
		8	1	" C. ROSE	4.05		32.40	
		8	1	" CARM. IVORY	4.05		32.40	
		8	1	" PALE WILLOW	4.05		32.40	
		12	1	" WHITE	4.05		48.60	
		12	1	" DES HAZE	4.05		48.60	
		4	1	" NEPT GREEN	4.05		16.20	

ALL BACK ORDERED ITEMS WILL GO FORWARD AT THE VERY EARLIEST DATE UNLESS WE ARE OTHERWISE ADVISED

SEATTLE DIVISION OFFICE
[illegible]26 ELLIOTT AVENUE

PORTLAND DIVISION OFFICE
306 N. E. DAVIS STREET

LOS ANGELES FACTORY AND OFFICE
2300 EAST 15TH STREET

PHOENIX DIVISION OFFICE
1322 N. CENTRAL AVENUE

HONOLULU DIVISION OFFICE
1661 KAPIOLANI BLVD.

WALTER N. BOYSEN CO.

MANUFACTURERS
PAINTS • VARNISHES • ENAMELS

ADMINISTRATIVE OFFICE AND FACTORY
42ND AND LINDEN STREET
OAKLAND 8, CALIFORNIA

No. 4218

PORTLAND OFFICE
309 N. E. DAVIS ST.
BELMONT 4-6614

INVOICE DATE 12/13/56

DATE SHIPPED

SOLD TO [illegible]

SHIPPED TO
WATER DAMAGE MATERIAL
[illegible] BOYSEN WAREHOUSE

SHIPPED VIA

PAGE 2

YOUR ORDER NO	SALESMAN	WHSE WITHDRAWAL NO.	BACK ORDERED FROM	BACK ORDERED TO	TERMS
					[illegible]

QUANTITY B O	QUANTITY ORDERED	QUANTITY SHIPPED	SIZE	DESCRIPTION		PRICE	UNIT	AMOUNT	TOTAL
		15	1/4	ODORLESS DREEM TEMI	BUTTERCUP	1.22		21.96	
		12	"	"	CORAL ROSE	1.22		14.64	
		[illegible]	"	"	CARM IVORY	1.22		21.96	
		[illegible]	1/4	"	TUR GREEN	1.22		7.32	
		[illegible]	1/4	"	CH WHITE	1.22		21.96	
		18	1/4	"	CI PINK	1.22		21.96	
		18	1/4	"	ICE GREEN	1.22		21.96	
		[illegible]	1/4	"	PALE WILLOW	1.22		14.64	
		12	1/4	"	DES HAZE	1.22		36.60	
		30	1/4	"	NEPT GREEN	1.22		21.96	
		[illegible]	1/4	"	CR MOCHA	1.22		7.32	
		48	1/8	"	DES HAZE	.71		34.08	
		48	"	"	PALE WILLOW	.71		34.08	
		24	"	"	WHITE	.71		17.04	
		48	"	"	CH WHITE	.71		34.08	
		24	1/8	"	NEPT GREEN	.71		17.04	
		24	1/8	"	RAD GREY	.71		17.04	
		72	"	"	C ROSE	.71		51.12	
		48	"	"	CARM IV.	.71		34.08	
		48	"	"	CI PINK	.71		34.08	
		48	"	"	BUTTERCUP	.71		34.08	
		24	1/8	"	ICE GREEN	.71		17.04	
		12	1/4	"	CAMEO WHITE	1.10		13.20	
		18	"	"	WEDGEWOOD BL	1.10		19.80	
		12	"	"	SUN YELLOW	1.10		13.20	
		12	1/4	"	WHITE	1.10		13.20	
		10	1	RUBBERGLO FLAT	D/T/E	[illegible]		45.60	
		60	1	" "	CH WHITE	[illegible]		215.00	
		8	1	" "	BUTTERCUP	3.70		29.60	
		40	1	" "	RAD GREY	3.60		144.00	
		4	1	" "	CI PINK	3.60		14.40	
		4	1	"	DRES BLUE	3.60		14.40	
		4	1	"	CARM IV.	3.60		14.40	
		8	1	"	C. ROSE	3.70		29.60	
		4	1	"	ICE GREEN	3.60		14.40	
		8	1	"	NEPT GREEN	3.70		29.60	
		12	1	"	DES HAZE	3.70		44.40	
		4	1	"	MOJAVE SAND	3.60		14.40	

ALL BACK ORDERED ITEMS WILL GO FORWARD AT THE VERY EARLIEST DATE UNLESS WE ARE OTHERWISE ADVISED.

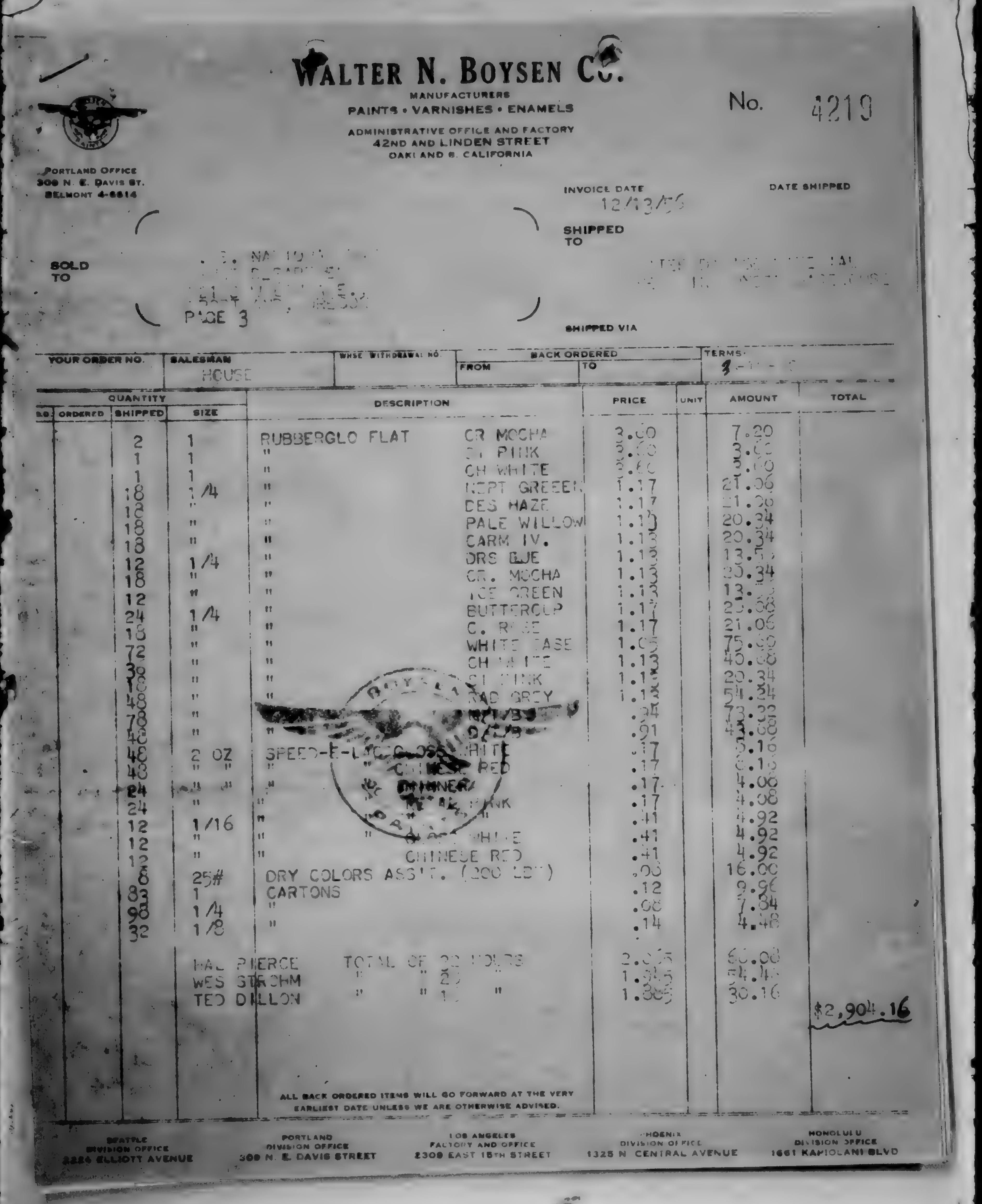
SEATTLE
DIVISION OFFICE
2825 ELLIOTT AVENUE

PORTLAND
DIVISION OFFICE
309 N. E. DAVIS STREET

LOS ANGELES
FACTORY AND OFFICE
2309 EAST 15TH STREET

PHOENIX
DIVISION OFFICE
1325 N. CENTRAL AVENUE

HONOLULU
DIVISION OFFICE
1661 KAPIOLANI BLVD.



WALTER N. BOYSEN CO.

MANUFACTURERS
PAINTS • VARNISHES • ENAMELS

ADMINISTRATIVE OFFICE AND FACTORY
42ND AND LINDEN STREET
OAKLAND 8, CALIFORNIA

PORTLAND OFFICE
309 N. E. DAVIS ST.
BELMONT 4-6614

No. 4219

INVOICE DATE 12/13/5[illegible]

DATE SHIPPED

SOLD TO
[illegible] NAT[illegible]
[illegible]
[illegible]
PAGE 3

SHIPPED TO
[illegible]
[illegible]

SHIPPED VIA

YOUR ORDER NO.	SALESMAN	WHSE WITHDRAWAL NO.	BACK ORDERED FROM	BACK ORDERED TO	TERMS
	HOUSE				3-[illegible]

QUANTITY B.O.	QUANTITY ORDERED	QUANTITY SHIPPED	SIZE	DESCRIPTION		PRICE	UNIT	AMOUNT	TOTAL
		2	1	RUBBERGLO FLAT	CR MOCHA	3.60		7.20	
		1	1	"	SH PINK	3.60		3.60	
		1	1	"	CH WHITE	3.60		3.60	
		18	1/4	"	NEPT GREEEN	1.17		21.06	
		18	"	"	DES HAZE	1.17		21.06	
		18	"	"	PALE WILLOW	1.13		20.34	
		18	"	"	CARM IV.	1.13		20.34	
		12	1/4	"	DRS BLUE	1.13		13.5[illegible]	
		18	"	"	CR. MOCHA	1.13		20.34	
		12	"	"	ICE GREEN	1.13		13.[illegible]	
		24	1/4	"	BUTTERCUP	1.17		28.08	
		18	"	"	C. ROSE	1.17		21.06	
		72	"	"	WHITE BASE	1.05		75.60	
		36	"	"	CH WHITE	1.13		40.68	
		18	"	"	SH PINK	1.13		20.34	
		48	"	"	RAD GREY	1.13		54.24	
		78	"	"	[illegible]	.94		73.32	
		48	"	"	[illegible]	.91		43.68	
		48	2 OZ	SPEED-E-LAC GLOSS	WHITE	.17		8.16	
		48	" "	"	CHINESE RED	.17		8.16	
		24	" "	"	[illegible]	.17		4.08	
		24	"	"	[illegible] PINK	.17		4.08	
		12	1/16	"	"	.41		4.92	
		12	"	"	[illegible] WHITE	.41		4.92	
		12	"	"	CHINESE RED	.41		4.92	
		8	25#	DRY COLORS ASS'T. (200 LB[illegible])		.08		16.00	
		83	1	CARTONS		.12		9.96	
		98	1/4	"		.08		7.84	
		32	1/8	"		.14		4.48	
				HAL PIERCE	TOTAL OF 32 HOURS	2.0[illegible]5		60.08	
				WES STROHM	" " 2[illegible] "	1.9[illegible]5		54.4[illegible]	
				TED DILLON	" " 1[illegible] "	1.885		30.16	
									$2,904.16

ALL BACK ORDERED ITEMS WILL GO FORWARD AT THE VERY EARLIEST DATE UNLESS WE ARE OTHERWISE ADVISED.

ASSIGNMENT

Date: January 24, 1957 No. 231 By Jc

Description: Letter of January 23 by C. I. Meyers, Trust Officer, The US National Bank, Portland, regarding claim for water damage to Boysen Paint Company stock in warehouse on Davis Street. (Contract #4590)

Acknowledged by_____ Referred to Edwards

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
__Return with rough draft of reply
__Prepare reply for signature of Mr._______
__Contact correspondent and report

Remarks: Please take care of this.
F.C.

PLEASE RETURN TO
FORREST COOPER

Executed 1-31-57 Report Received________

HEAD OFFICE
NITED STATES NATIONAL BANK
OF PORTLAND, OREGON

January 23, 1957

PLEASE RETURN TO
FORREST COOPER

Cooper

nt

P-739, #1 and P-4243, #1

the 18th regarding the claim for water
tock in the warehouse located on Lots 3
308 N. E. Davis Street). We are of the
t did not have all of the facts upon which
ere was no liability to the tenant on the
tor.

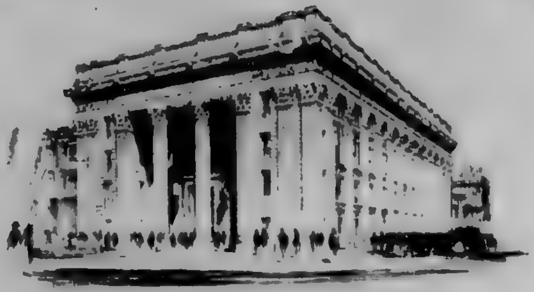
resubmitting the matter to the legal
if you will check you will find that

cquired Lots 1 and 2 for the highway
ed thereon was removed but no provision
f drainage on the building that we still
owned on Lots 3 and 4.

After the building was removed, the contractor in grading the right-of-way bulldozed a pile of dirt approximately twelve to twenty inches deep on top of the former concrete floor of the building and against the north wall of our warehouse building. As a result, the dirt piled against the wall of the building was approximately twelve inches higher than the level of the floor in the warehouse building, which floor slab was on the same level as the building which was removed.

On Saturday morning, August 25, 1956, there was an especially heavy rainstorm and as there was no downspout on the building, the water from the roof ran through the north wall of the warehouse building across the warehouse floor, causing damage to the stock of the tenant, Boysen Paint Co.

At that time, Gibbons & Reed, general contractor, assumed the responsibility of cleaning up the water and making a settlement to the tenant for the damage caused. At the same time, Gibbons & Reed installed a temporary downspout which carried the roof water approximately six feet away from the north wall of the building over and across the dirt which had previously been bulldozed against the north wall of the warehouse building, but they did not remove the dirt which they had piled upon the former floor slab.



HEAD OFFICE

HEAD OFFICE
THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

January 23, 1957

PLEASE RETURN TO
FORREST COOPER

Cooper

Mr. W. C. Williams
State Highway Engineer
State of Oregon Highway Department
Salem, Oregon

Dear Mr. Williams: P-739, #1 and P-4243, #1

Thanks for your letter of the 18th regarding the claim for water damage to Boysen Paint Company stock in the warehouse located on Lots 3 and 4, Block 74, East Portland (308 N. E. Davis Street). We are of the opinion that the legal department did not have all of the facts upon which they based their opinion that there was no liability to the tenant on the part of the state or the contractor.

We would appreciate your resubmitting the matter to the legal department, and we believe that if you will check you will find that these are the facts:

Shortly after the state acquired Lots 1 and 2 for the highway right-of-way, the building erected thereon was removed but no provision was made to take care of the roof drainage on the building that we still owned on Lots 3 and 4.

After the building was removed, the contractor in grading the right-of-way bulldozed a pile of dirt approximately twelve to twenty inches deep on top of the former concrete floor of the building and against the north wall of our warehouse building. As a result, the dirt piled against the wall of the building was approximately twelve inches higher than the level of the floor in the warehouse building, which floor slab was on the same level as the building which was removed.

On Saturday morning, August 25, 1956, there was an especially heavy rainstorm and as there was no downspout on the building, the water from the roof ran through the north wall of the warehouse building across the warehouse floor, causing damage to the stock of the tenant, Boysen Paint Co.

At that time, Gibbons & Reed, general contractor, assumed the responsibility of cleaning up the water and making a settlement to the tenant for the damage caused. At the same time, Gibbons & Reed installed a temporary downspout which carried the roof water approximately six feet away from the north wall of the building over and across the dirt which had previously been bulldozed against the north wall of the warehouse building, but they did not remove the dirt which they had piled upon the former floor slab.

Some time thereafter we had the north wall of the building stuccoed and the contractor in doing this work removed the dirt piled directly against the wall in order to stucco to the foundation line. At the same time a few lateral ditches were made through the dirt pile to carry away the water which was accumulated in the dirt above the former concrete floor.

On the weekend of October 13, which was after the stuccoing work had been completed and while the water was still being drained from the roof by the temporary downspout, as we had not yet secured permission to install the permanent downspout to drain across the right-of-way property, Mr. Oglesby of the Boysen Paint Company phoned us and said that water was running across the floor of the warehouse, damaging his stock.

We immediately called Gibbons & Reed and requested them to remove the dirt which they had bulldozed against the wall and we also sent a man out to open the lateral ditches across the former cement floor, but it was impossible to deepen the ditches without breaking the concrete floor; therefore, the dirt (which was then thoroughly water-soaked) held the water against the building and, of course, ran across the floor of the warehouse damaging the stock. This was not drainage water from the roof, but surface water which had accumulated because of the heavy rainfall.

We then advised Mr. Day of your Portland office of this situation and that it was impossible to keep the water from running through the wall of the building as long as the dirt was piled up against the building. Shortly thereafter the contractor removed the dirt from the floor slab and since that time there has been no further trouble.

From your letter of the 18th, it appears that your legal department feels the damage resulted because of the dirt,which was directly piled against the building, when removed from against the wall by the stuccoing contractor, left a trench (as they called it). However, this was not the case, as on August 25 when the first damage took place, there was no "trench" along the wall of the building and the water seeped into the warehouse building due to the fact that the pile of dirt was higher than the floor of the warehouse and this dirt held the water against the wall, not allowing it to drain away.

We are definitely of the opinion that the damage to the tenant's stock was caused by the fact that the contractor doing the work for the State Highway Department piled the dirt against the building wall and did not remove it when requested, as the present situation proves that when the dirt was removed down to the floor level there is no seepage of water through the wall.

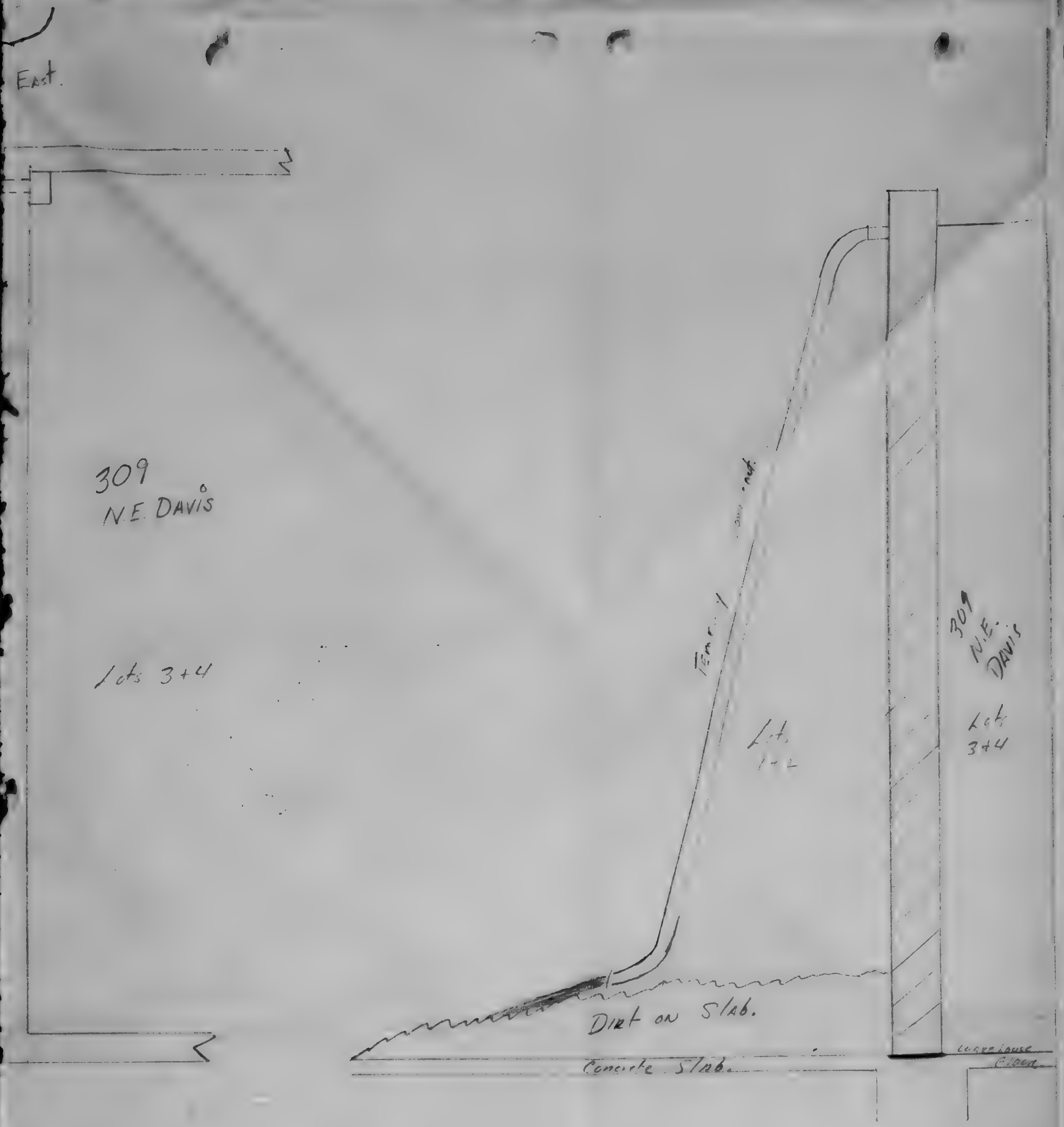
We are enclosing a rough sketch of the conditions described and we would appreciate your resubmitting the matter to your legal department for their further consideration. An extra copy of this letter is enclosed for transmittal to them.

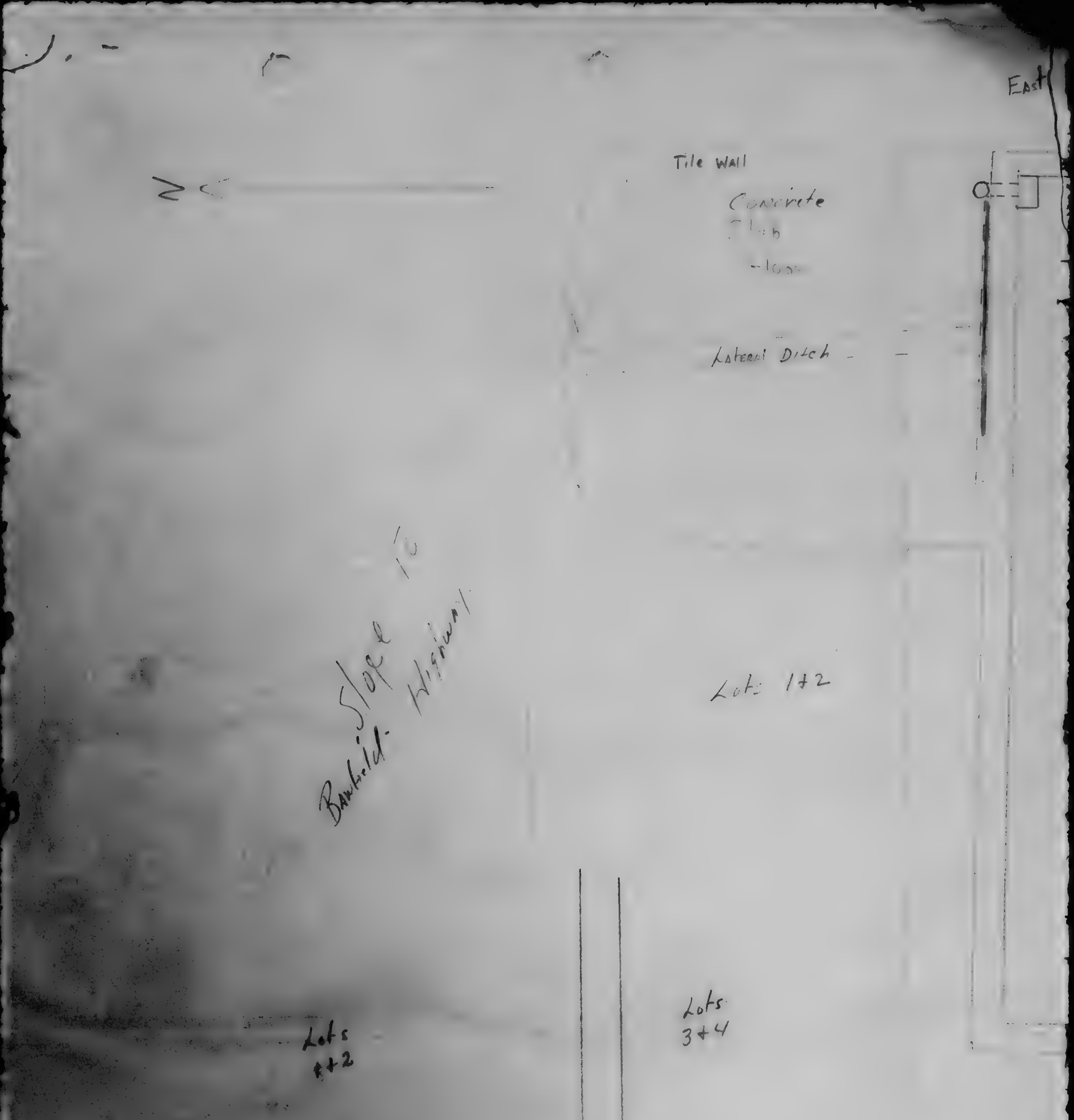
Yours very truly,

C I Meyers

C. I. Meyers
Trust Officer

CIM vrc
Encs.
cc Mr. E. E. Erickson


East.
309
N.E. DAVIS
Lots 3+4
Lots
1+2
309
N.E.
DAVIS
Lots
3+4
Dirt on Slab.
Concrete Slab.
Warehouse
Floor


East
N
Tile Wall
Concrete Slab Floor
Lateral Ditch
Slope to Banfield Highway
Lots 1+2
Lots 1+2
Lots 3+4
Condition after Removal of Concrete floor and pile of Dirt.

RECEIVED
JAN 21 1957
FOR FILING

NI 323(15)

4890

January 18, 1957

Mr. C. I. Meyers, Trust Officer
Head Office
U. S. National Bank of Portland
Portland, Oregon

Dear Sir:

The matter of a drainage situation resulting in damage to stock in a warehouse located on Lots 3 and 4, Block 74, East Portland, the same being at 309 Davis Street, has been referred to this office.

I understand that the tenant occupying this building claims damage resulting from a storm on October 23 in the amount of $2,900. An investigation by our forces shows that this damage was occasioned by the digging of a trench along the outside of this building, which trench was constructed by you or your tenant for the purpose of repairing damage to your building arising from the contractor's equipment hitting the wall of the building and cracking the same some time previously. Gibbons and Reed, the contractors on the project, accepted responsibility for the damage to your building and paid for the cost of the repairs. This trench, that was dug along the side of the building in order to carry the stucco below the ground line, was not properly vented and allowed storm water to stand therein and seep through the wall of the building occasioning the damage.

As you know, I wrote you on October 18 authorizing you to dispose of your roof drainage water onto the highway right of way.

I have checked with our Legal Department and they have advised me that the State has no liability in this matter. It is therefore obviously impossible to expend State funds in settlement of a claim for which we have no liability.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. A. G. Skelton
Mr. R. L. Porter

LHY:jc fn

A

RECEIVED
JAN 21 1957
FOR FILING

MI 323(15)

4390

January 18, 1957

Mr. C. I. Meyers, Trust Officer
Head Office
U. S. National Bank of Portland
Portland, Oregon

Dear Sir:

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I have checked with our Legal Department and they have advised me that the State has no liability in this matter. It is therefore obviously impossible to expend State funds in settlement of a claim for which we have no liability.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. A. G. Skelton
Mr. R. L. Porter

LHY:jc fn

FORM E-90X—37,900—2-55—62967

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Forrest Cooper

Salem, Oregon
January 10, 1957

SUBJECT: Union Avenue-37th Avenue
T. H. Banfield Expressway
Contract No. 4590

To: Mr. L. H. Young
Assistant Construction Engineer
BUILDING

This is written in reply to questions contained in your letter of January 2, 1957, concerning the above entitled matter.

The negotiated settlement was made with the Trust Department of the U. S. National Bank for obtaining a parcel of property necessary for the construction of the above mentioned freeway. A severance was made, and the property obtained by the State had a warehouse located on it. The property retained by the owner also had a warehouse on it, and it appears that the roof drainage system for both buildings was had in the following manner: The water drained off of the warehouse retained by the owner onto the warehouse building obtained by the state in the negotiated settlement and, hence, down the drains into the storm sewer system. The state demolished the warehouse on the property which they obtained, and because neither the state nor the owner know of the drainage system, no new drainage system was installed for the remaining warehouse. Damages were occasioned to the tenant of the warehouse retained by the property owner when the first rains came and there was no adequate drainage.

This claim was settled by the contractor because of the fact that prior to this the contractor had damaged the wall of the remaining warehouse through the use of his bulldozer. At the time the wall was repaired by the tenant, a small trench was dug along the wall of the building so that water proof stucco could be applied below the surface of the ground. On or about October 23 further damage was occasioned to the tenant for personal property damaged in the warehouse due to the leakage of water as a result of a severe storm. It would appear that the water did not drain away from the warehouse, but stayed in the trench along side the wall and seeped into the warehouse. The tenant is now claiming damages for the personal property damaged as a result of the seepage into the warehouse, and the owner, through the Trust Department of the U. S. National Bank, desires to reopen the negotiations under which the State secured the adjoining property so as to include the cost of installing an adequate drainage system on the remaining tract.

NOTED
FORREST COOPER

It is admitted at the outset that neither the State nor the property owner knew of the method in which the drainage was taken care of from the two parcels of property. The conveyance of the property to the state was made by general warranty deed with no restrictions or reservations. The general rule prevailing is that an easement does not exist in a drain or sewer by implied reservation unless the servitude is one of strict necessity, notwithstanding the drain or sewer existed at the time of the severance by conveyance. Our Supreme Court has indicated that reasonable necessity is all that is necessary. However, in this instance, it cannot be seriously contended that the grantor ever intended that there be an easement by reservation because neither the grantor nor the State had any knowledge of the method of the drainage. It would not appear from the file that the alleged easement by reservation was necessary because a new method could be installed. Mere convenience or considerable expense are not enough to create an easement by reservation. See in this connection, 17 Am. Jur. 985, Easements Section 82, and Rose v. Denn 188 Oregon 1 at page 43.

Even though it is apparent that the negotiated settlement did not provide for damages to the remaining tract for its decrease in value by reason of the fact that a new drainage system would have to be installed, nevertheless, that alone is not sufficient reason for reopening the negotiated settlement. The owner of the remaining parcel of property knew that the building on the property obtained by the State was to be demolished. They were in as good a position as the State to learn of, or appraise themselves of, the drainage system serving the remaining property. If anyone was at fault, certainly it was the owner of the remaining tract for his failure to appraise himself of the method of drainage and what damage might be done to the remaining tract by reason of the demolition of the warehouse on the parcel sold. As an additional reason, it would appear that the amount of damages claimed by the owner are trivial in consideration of the total price paid for the negotiated settlement. It is, therefore, recommended that the negotiated settlement stand and not be reopened as requested by the bank.

There remains a further question of damages claimed by the tenant on the property occasioned to his personal property stored in the warehouse and damaged by the seepage of water on October 23. It appears from the file that the State gave the owner and the tenant the right to drain the water over the State's property and, hence, on to the Banfield Expressway right of way. Mr. Williams has indicated to the owner that after it was determined as to the line for the new highway, it was possible that the water would be taken care of in a different manner. He also indicated that at that time the State would meet its obligations by disposing of the water on a more permanent plan. Even though this can be interpreted as giving a license to the owner and tenant of the property to dispose of the water by drainage over the state's property, nevertheless, the State was under no obligation to maintain the drainage system for the use of the tenant. Moreover, it appears that the damages were occasioned through the digging of the trench along the wall of the building. There was no damage done to the tenant's property until the trench was dug. We, therefore, conclude that any damages which the tenant has suffered were occasioned through the tenant's own acts and not that of the State or its agents. It is recommended, therefore, that as far as the tenant's damages are concerned denial be made of this claim.

J. ROBERT PATTERSON
Assistant Attorney

JRP:cs

cc: Forrest Cooper
R. L. Porter
A. J. Skelton

RECEIVED
JAN [illegible] 1957
FOR FILING

FORM E-80X—30M—11-56

KI-323 (15)

4570

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 2nd, 1957

SUBJECT: Union Avenue-37th Avenue
T. H. Banfield Expressway
Contract No. 4590

To: Mr. Robert L. May, Jr.
Acting Chief Counsel
Office

On October 2, 1956 the Trust Department of the U. S. National Bank brought to our attention a drainage situation resulting from the disruption of their roof drainage system on a warehouse building located on Lots 3 and 4, Block 74, East Portland, the address of said building is 309 Davis Street. Mr. Williams replied to their letter on October 18 and advised them that they could dispose of the roof drain water onto the Banfield Expressway right of way as a temporary measure. On October 24, according to a recent report from Mr. A. V. Benedict (copies of which are enclosed, along with copies of letters from the Resident Engineer) states that certain damage was done to the tenant of the building's property stored therein.

The damage appears to have been occasioned by a trench dug along the outside wall by the property owner and which trench was not given an outlet. The original damage was paid for by Gibbons and Reed (the contractor on the project) due to the fact that their bulldoser had hit and cracked the wall.

The U. S. National Bank is presently trying to determine responsibility for damage coming from the second storm. This appears to be more of a legal matter than an engineering one and we are therefore referring it to you for determination of responsibility and so that proper information may be gathered at this time in case we have to defend an action.

Tom Edwards
Construction Engineer

By

L. H. Young
Ass't Construction Engineer

JAN [illegible] 1957
OFFICE OF
STATE HIGHWAY ENGINEER

LHY:je

Encl.

cc Forrest Cooper ✓

NOTED
FORREST COOPER

FORM E-30X—30M—11-55—90225

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 27th,1956

SUBJECT: File No. 19589-U.S. National Bank
T. H. Banfield Expressway
Water Damage to Building

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

On October 9, 1956 Mr. Skelton wrote you enclosing a copy of a letter of October 2nd from Mr. C. I. Meyers, Trust Officer of the U. S. National Bank of Portland, citing damages to their building on August 22nd, 1956.

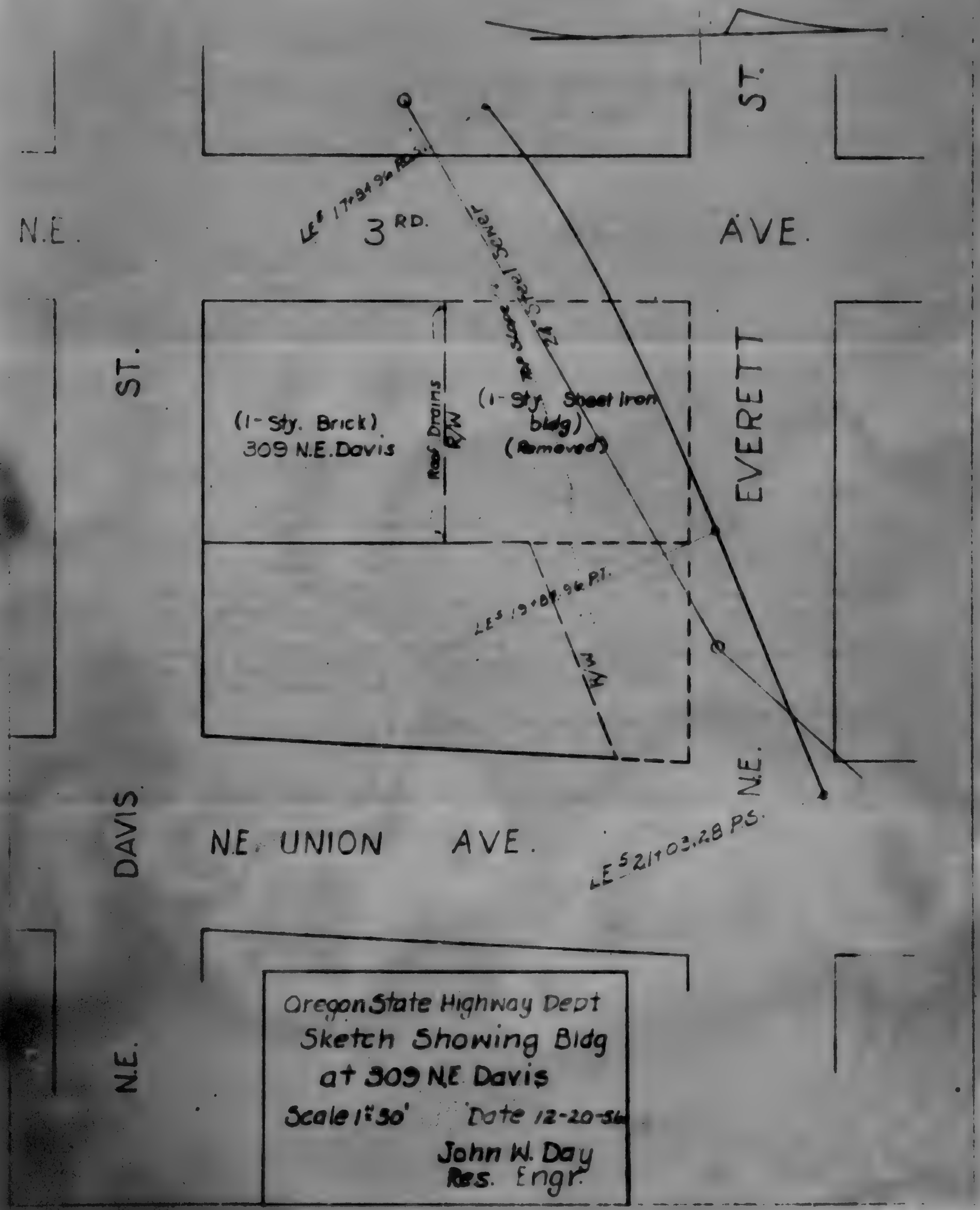
Mr. Skelton's letter recommended they be permitted to carry their drainage down the slopes on to our roadway. Since this letter was written, and before the drains were repaired and ground surface regraded near the building, another storm on or about October 23rd further damaged the building, and the tenant now claims $2900.00 damage to paint cans, labels and cases stored inside.

Gibbons and Reed settled the first claim on the basis that their bulldozer had cracked the wall. The wall was repaired by the owner, and a stucco coat applied over, presumably to waterproof it, at which time a trench was dug alongside the building to get below the floor line with the stucco. This trench had not been filled in when the second heavy rain storm hit, and water from the roof drain ran down into it. The roof drains have since been repaired and the ground leveled.

I am attaching copies of two letters and a sketch supplied by John Day, our resident engineer, in explanation. The tenant of the building has asked payment for damages to stock, and has been turned down by Gibbons and Reed. The U. S. National Bank requests that we determine responsibility for the tenant's damage.

A. V. Benedict
A. V. BENEDICT
Assistant Division Engineer

AVB:w
Encl.


N.E. 3RD. AVE.
ST.
LE^S 17+34.96 P.C.S.
Top Slope 24" Steel Sewer
ST.
(1-Sty. Brick)
309 N.E. Davis
Roof Drains
R/W
(1-Sty. Sheet Iron bldg)
(Removed)
EVERETT
LE^S 19+87.96 P.T.
R/W
N.E.
DAVIS
N.E. UNION AVE.
LE^S 21+03.28 P.S.
N.E.

Oregon State Highway Dept
Sketch Showing Bldg
at 309 N.E. Davis
Scale 1"=50' Date 12-20-56
John W. Day
Res. Engr.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 20, 1956
Portland, Oregon

SUBJECT: Additional information relative to building at 309 NE Davis St.

To: Mr. A. G. Skelton
Division Engineer
OFFICE

The removal of the joining building was done on or about March 6, 1956.

The contractor begin excavation adjacent to the building on August 8 and worked intermittently through August 16, 1956.

Sewer excavation for a 24" steel sewer was made from September 12 to 18, adjacent to the building.

Prior to October 9th I was not aware of any damage or problems in connection with this building. Mr. Lund first called about water damage about October 24th and also he has had several conversations with Gibbons and Reed prior to and after this time. At this time the water from the building was trapped by the ditch along the building but was free to drain across our property about 10 feet from the West end of the building, at which point the ditch ended.

Attached is a sketch of the building and adjoining construction.

John W. Day
Res. Engr.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December19, 1956
Portland, Oregon

SUBJECT: Damage to property at
309 NE Davis St.
26-1062

To: Mr. A. G. Skelton
Division Engineer
OFFICE

Mr. Lund of the Trust Department of the U. S. National Bank called me on December 14 about water damage to their tenant at the above address. The tenant claims damages to paint cans, labels, and cases of approximately $2900.00.

This damage took place after the North wall of the building had been repaired and repairs paid for by Gibbons and Reed. Their equipment had hit the wall and cracked it in August. In repairing the wall a cement stucco finish was applied by the tenant. To cover the wall to the foundation a trench was dug along the wall because our contractor had raised the grade above the original ground level. This trench picked up all the water from the roof of the building and directed it along three-quarters of the length of the building before it could get away. This water leaked through the wall and onto the floor of the building causing the damage. This damage was done on or about October 23. The roof drain has since been repaired by the tenant and our contractor has since leveled the area between the building and our slope so that no water will be trapped or drained along the building.

The tenant asked payment of their damages and has been turned down by Gibbons and Reed, The U. S. National Bank has asked that we determine responsibility for tenants damage.

John V. Day
Res. Engr.

E-197 2M 5-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

OFFICE OF A. G. SKELTON, DIVISION ENGINEER
A. E. JOHNSON, ASSISTANT DIVISION ENGINEER
P.O. BOX 4699, PORTLAND 2, OREGON

PHONE: CL 4-6511

IN REPLY PLEASE
REFER TO FILE NO.

October 9, 1956

Mr. C. I. Meyers, Trust Officer
Head Office The U. S. National Bank
Portland, Oregon

Dear Sir:

Reference is made to your letter of October 2nd addressed to myself, concerning your file No. 19589 on Unit 1 of the T. H. Banfield Expressway. This concerns property purchased by the State Highway Commission on August 16, 1954, described as Lots 1 and 2, Block 74, East Portland.

This will authorize you to retain the existing drain leading water from the balance of this ownership over the slope to the T. H. Banfield Expressway. This roof drainage will be handled by the State, and put into our storm sewer system on the T. H. Banfield Expressway.

Yours very truly,

Skelton
A. G. SKELTON
Division Engineer

AGS:w
cc: Tom Edwards ✓
S. N. Mayhew
James Don

[illegible] 10-12-56

OREGON STATE HIGHWAY DEPARTMENT
[illegible]

Portland, Oregon
October 9th 1956

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

I am enclosing herewith copy of a letter dated October 4, 1956 from Mr. C. I. Meyers, Trust Officer of the head office of the U. S. National Bank of Portland. This concerns improved property purchased by the Highway Commission in August 1954, comprising Lots 1 and 2, Block 74, East Portland. It appears that when the improvements on the property acquired by us were removed, that it disrupted storm drainage on property owned by the same owners and adjacent to our taking. This matter came to a head during the rain storm of August [illegible], and our contractors at that time diverted this drainage water away from where it was damaging the building, and put it over the slope into the Banfield Freeway, which is under construction.

You will note from Mr. Meyers' letter, that it would cost approximately $[illegible] to connect present roof drains to the sewer on E. Davis Street, and that they will also be satisfied if we give them a letter, permitting the water to drain as it is at present, down the bank on the highway right of way. It appears from Mr. Meyers' statement, that if at the time this property was purchased by ourselves, if the drainage problem was understood by our right of way department and the owner, this matter would have been taken care of properly at that time.

This property will probably be affected by any modifications of the proposed Burnside Bridge connection, and it is probable that the remaining property would have to be taken in connection with the alignment revision. Our people advise me that the drainage running down the slope on the grade will do no damage at the present stage of construction. It can later be brought into a catch basin and from there into the sewer we are installing. I am enclosing a proposed letter to Mr. C. I. Meyers, and if this meets with your approval, would recommend its release to him.

A. C. [illegible]
Division Engineer

ACS:w
Encl.
cc: James Don

HEAD OFFICE
THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

[illegible] 8, 1950

Oregon State [illegible] Department
[illegible]
Portland, Oregon

Attention: Mr. [illegible], [illegible] Manager

Re: [illegible] Bank

[illegible], Parcel [illegible] and [illegible], Parcel [illegible]

[illegible]:

[illegible] through the Highway Commission [illegible] East Portland [illegible] additional two- [illegible] held by this Bank as Trustee, [illegible] Edward [illegible]. The total consideration [illegible] property was $[illegible].

[illegible] taken consisted of a corrugated metal [illegible] and concrete warehouse building [illegible] and 4, Block 74, East Portland, also owned by [illegible].

Prior to August [illegible] for working on the new [illegible] Expressway, [illegible] removed without notice to the owners of Lots 3 and 4 the corrugated warehouse building on Lots [illegible], [illegible] the north wall of the warehouse on Lots 3 and 4 exposed, but made no provision to take care of the drainage from the roof of the adjoining warehouse.

[illegible] heavy [illegible] Sunday, August [illegible], all the water from [illegible] (which, incidentally, was created [illegible] hitting the wall), flooded the wall. [illegible] quite easily. This was the first [illegible] were disconnected. On that date [illegible] put in some temporary roof drains [illegible] onto the right-of-way of the State Highway Department.

At the time that the sale [illegible] Highway Department was under consideration, [illegible] representatives realized that the drainage from the roof of the warehouse building on Lots 3 and 4 went on to the warehouse on Lots 1 and 2, and [illegible] there was carried away by a drain on the northwest end of the latter [illegible], which was acquired by the Highway Department.

THE UNITED STATES NATIONAL [illegible]NK
OF PORTLAND OREGON

[illegible]

Technically, under the City Code the roof drains should be connected direct to the sewer; however, the City says it is permissible to allow the drains to run to the State Highway Department right-of-way provided the Highway Department would give its approval.

When the sale of Lots 1 and [illegible] was being negotiated, not realizing the [illegible] drainage condition, [illegible] consideration was given to taking care of the drainage from the buil[illegible] on Lots 3 and 4; therefore, no [illegible] compensation was paid [illegible] situation created.

[illegible] the time of the negotiations for the [illegible] would have included in their purchase [illegible] connecting the roof drains to the sewer [illegible] of the drainage across the state [illegible] secured, it appears that it will cost [illegible] present roof drains to the sewer or [illegible]

It is necessary that the drainage problem be corrected and we would [illegible] your [illegible] regarding [illegible] that the State will either take care of the cost of connecting [illegible] sewer, or give a letter permitting the [illegible] to be drained as is presently done down the bank and to the highway right of way.

Yours very truly,

C. L. Meyers
Trust Officer

[illegible]

[illegible] R. [illegible]rney
[illegible] Right-of-Way [illegible]

cc Mr. Edward Erickson

RECEIVED
JAN 7 - 1957
FOR FILING

UI 323 (15)

4570

January 4, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 285 covering repairing buried electrical cable to the lift span on the Burnside Bridge on the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway in Multnomah County, Contract No. 1590, in connection with Federal Aid Project No. UI-323(15).

Existance of the cable was not known by State or Contractor. The cable had been placed years ago with no definite record of location. It was broken during excavation for a sewer line.

Repair work was done by the Portland General Electric Company.

Very truly yours,

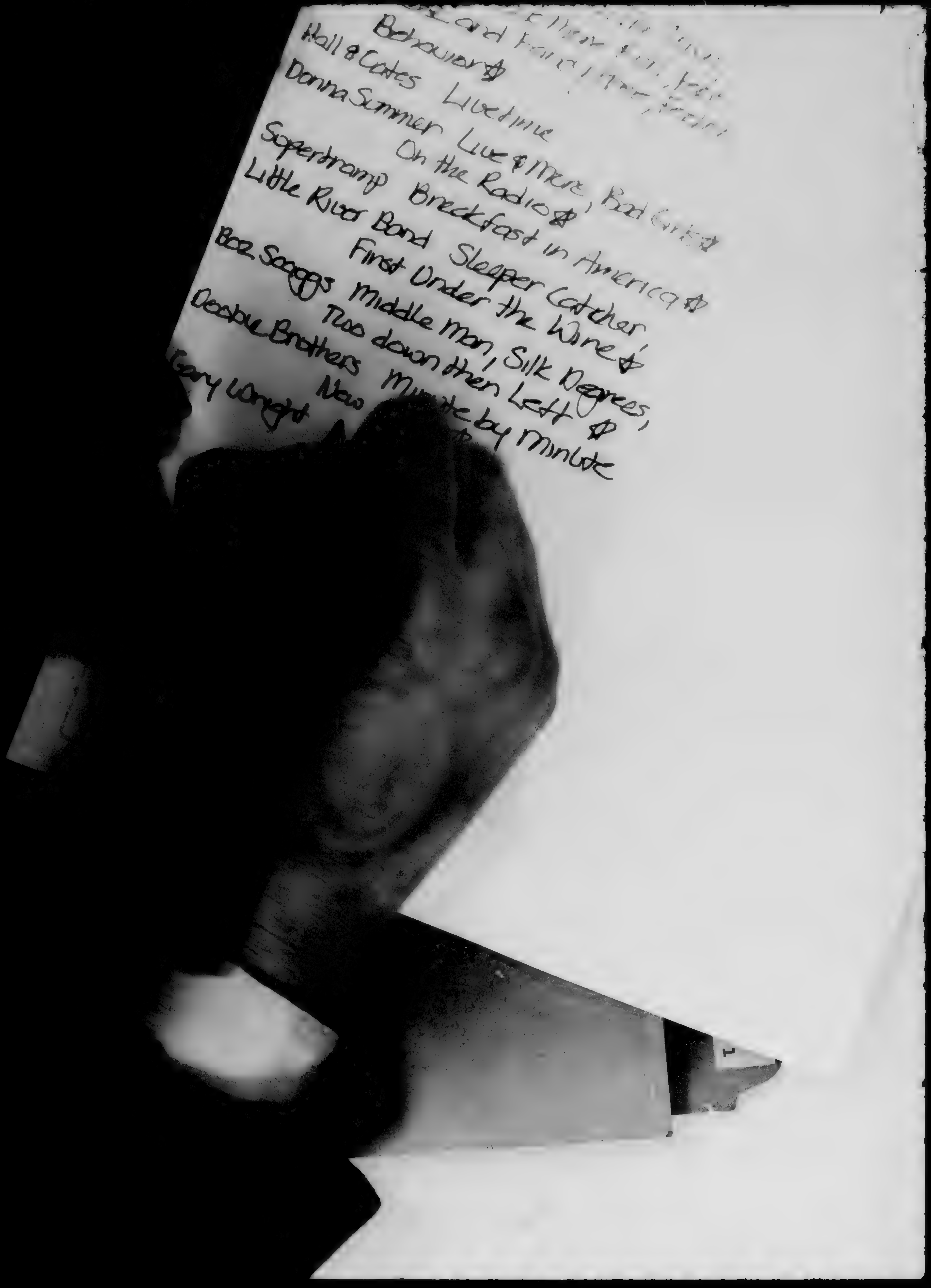
W.C.Williams
State Highway Engineer

By:

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

UI-323(15) Union Ave.-37th Ave. Sec., 1955
T.H. Banfield Exp.
#4590 Folder # 1


Behaviour ✡
Hall & Oates Livetime
Donna Summer Live & More, Bad Girls ✡
On the Radio ✡
Supertramp Breakfast in America ✡
Little River Band Sleeper Catcher,
First Under the Wire ✡
Boz Scaggs Middle Man, Silk Degrees,
Two down then Left ✡
Doobie Brothers Minute by Minute
Gary Wright
1

UI-323(15) Union Ave.-37th Ave. Sec., 1955
T.H. Banfield Exp.
#4590 Folder # 1

RECEIVED
JAN 18 1957
FOR FILING

Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

L-7701

IN REPLY PLEASE REFER TO

4I-323 (15)

W. M. JAEKLE
CHIEF ENGINEER
C. R. TINKLER
VALUATION OFFICER
E. J. G. ALLEN
VALUATION ENGINEER 4590

December 21, 1956

File: 911700/323

SUBJECT: East Portland, Oregon - Install Drainage Pipe, Burnside Bridge

Mr. R. H. Baldock
State Highway Engineer
Oregon Highway Commission
Salem, Oregon

Attention: Mr. P. M. Stephenson, Bridge Engineer

Dear Sir:

* Attached are three copies of Weekly Report Summaries Nos. 1 to 12 inclusive, one of which is supported by duplicates of Daily and Weekly Reports on Forms L-7702.

These reports are in support of estimate to be rendered covering the force account work done according to terms of Deed No. 24131 dated April 2, 1956.

Very truly yours,

W. M. Jaekle
C R Tinkler

* Encl.

RECEIVED
DEC 26 1956

RECEIVED
1956
OREGON
STATE HIGHWAY COMMISSION

1-50

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br ~~G.M.O.~~ File No. 322

Gang B&B #6 Report No. 1 ~~Daily or~~ Week Ending Period Sept 29 1956

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									32	2.046	
									2	3.069	
Asst Foreman									8	3.21	

Total Labor 42 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *						Description of Work
	A	B	C	D	E		
						A	Watchman
						B	
						C	
						D	
						E	
						F	

* Note: Also report locomotive and automobile miles.

Correct J E Thomas Engr Insp

Title-S. P. Co.

Approved

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Coast Storm Sewer Location Burnside Br ~~Job~~ File No. 322

Gang B&B #6 Report No. 5 Daily ~~or Week Ending~~ Sept 29 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Asst Foreman								OT	8	3.21	
									Total Labor 8 hr		

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
							Total Material		

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Correct J.K. Thomas Engr. Insp
Title-S. P. Co.

Approved [illegible]
Res. Engr. State Highway Dept.

D-5-9-29-56

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project East Storm Sewer Location Burnside Br ~~G.M.O.~~ File No. 322

Gang B&B #6 Report No. 4 Daily ~~or Week Ending~~ Sept 28 1957

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
L Carpenter									8	2.046	
								OT	½	3.069	

Total Labor 8½ hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Correct

Title-S. P. Co.

Approved

Res. Engr. State Highway Dept.

1-50

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br File No. 322

Gang B & B #6 Report No. 3 Daily or ~~Week Ending~~ Sept 27 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8	2.046	
								OT	1/2	3.069	

Total Labor 8½ hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Correct J. E. Thomas Engr Insp
Title-S. P. Co.

Approved

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br File ~~G.M.O.~~ No. 322

Gang B&B #6 Report No. 2 Daily ~~or Week Ending~~ Sept 26 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8	2.046	
								OT	1	3.069	

Total Labor 9 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *						Description of Work
	A	B	C	D	E		
						A	Watchman
						B	
						C	
						D	
						E	
						F	

* Note: Also report locomotive and automobile miles.

Correct J. E. [illegible] Eng Supv
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Construct Storm Sewer Location Burnside Br. File ~~C.M.O.~~ No. 322

Gang BB #6 Report No. 1 Daily ~~or Week Ending~~ Sept 25 1952

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter		Watchman							8	2.046	

Total Labor 8 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E		Description of Work
						A	Watchman
						B	
						C	
						D	
						E	
						F	

* Note: Also report locomotive and automobile miles.

Correct J E Thomas Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Court Storm Sewer Location Burnside St. ~~G.O.~~ File No. 322

Gang B&B #6 Report No. 2 ~~Daily~~ or Week Ending Oct 6 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									40	2.046	
									5	3.069	
Foreman									4	3.41	

Total Labor 49 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work
A Watchman
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

W2
10-6-56

Correct J.E. Thomas Eng. Insp.
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

1-60

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Crest Storm Sewer Location Burnside B File G.M.O. No. 322

Gang B&B #6 Report No. 11 Daily ~~or Week Ending~~ Oct 6 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman									4	3.41	

Total Labor 4 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Correct [illegible]
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D-11
10-5-56

1-38

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project East Storm Sewer Location Burnside Br. File ~~W.O.~~ No. 322

Gang B&B #6 Report No. 10 Daily ~~or Week Ending~~ Oct 5 1956

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8	2.046	
									1	3.069	

Total Labor 9 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

D10
10-5-56

Correct J. E. Thomas Eng. Sup.
Title S. P. Co.

Approved
Res. Engr. State Highway Dept.

1-32

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Court Storm Sewer Location Burnside Br ~~W.O.~~ File No. 322

Gang B&B #6 Report No. 9 Daily ~~or Week Ending~~ Oct 4 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8	2.046	
									1	3.069	

Total Labor 9 hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

D-9
10-4-56

Correct J. Thorne Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

1-50

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br File Gen. O. No. 322

Gang B&B #6 Report No. 8 Daily ~~or Week End~~ing Oct 3 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8	2.046	
									1	3.069	

Total Labor 9 hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Correct J. Thomas Eng Dept
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D-8
10-3-56

1-56

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Bush Storm Sewer Location Burnside Br ~~G.M.O.~~ File No. 322

Gang B&B #6 Report No. 7 Daily ~~or Week Ending~~ Oct 2 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Ld Carpenter									8	2.046	
								OT	1	3.069	

Total Labor 9 hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Correct J E Jerome Engr Supv
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D-7
10-2-56

1-50

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project [illegible] Storm Sewer Location Burnside Br ~~G.O.~~ File No. 322

Gang B&B #6 Report No. 6 Daily or ~~Week Ending~~ Oct 1 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8	2.046	
								OT	1	3.069	

Total Labor 9 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Correct J. K. Osborne Engr Bridges
Title-S. P. Co.

Approved [illegible]
Res. Engr. State Highway Dept.

D-6
10-1-56

1-58

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br E.O. No. 822

Gang B&B # 6 Report No. 3 ~~Daily or~~ Week Ending Oct 13 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									40	2046	
"								OT	5	3.069	
Asst Foreman									5	3.21	
Foreman									4½	3.41	
									Total Labor		

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

W-3
10-13-56

Correct J E Thomas Engr Dep
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

1-58

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside St ~~G.O.~~ File No. 322

Gang B&B #6 Report No. 17 Daily or ~~Week Ending~~ Oct 13 1956

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Asst Foreman									5	3.21	
Foreman									4½	3.41	

Total Labor 9½ hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Watchmen
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Correct J. E. Thomas Engr. Insp.
Title S. P. Co.

Approved
Res. Engr. State Highway Dept.

D-17
10-13-56

1-48

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Coast Storm Sewer Location Burnside Br File No. 322
Gang B&B #6 Report No. 16 Daily ~~or Week Ending~~ Oct 12 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Asst Carpenter									8	2.046	
									1	3.069	

Total Labor 9 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

	Description of Work
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

D-16
10-12-56

Corre J E [illegible] Engr Insp
Title-S. P. Co.

Approved [illegible]
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br File ~~G.M.O.~~ No. 322

Gang B&B #6 Report No. 15 Daily or ~~Week Ending~~ Oct 11 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8 1	2646 3069	
										Total Labor	9 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Correct J. E. Thomas Eng. Dep
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D15
10-11-56

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Trunk Storm Sewer Location Burnside Br ~~C.M.O.~~ File No. 322

Gang B&B #6 Report No. 14 Daily ~~or Week Ending~~ Oct 10 1956

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Carpenter								8	2.046	
								1	3069	

Total Labor Chr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

D14
10-10-56

Correct J E Thomas Eng Dep
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

1-55

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR ~~WEEKLY~~ REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br File ~~G.H.O.~~ No. 322

Gang B&B #6 Report No. 13 Daily ~~or Week Ending~~ Oct 9 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8	2.046	
									1	3.069	
								Total Labor	9 hr		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Total Material									

Equipment	Equipment Hours *				
	A	B	C	D	E

	Description of Work
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Correct J. Thomas Engr Insp
Title-S. P. Co.

Approved [illegible]
Res. Engr. State Highway Dept.

D13
10 9-56

1-50

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br File ~~G.M.O.~~ No. 322

Gang B&B #6 Report No. 12 Daily ~~or Week Ending~~ Oct 8 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8 1	2.046 3.069	

Total Labor 9 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Correct J E Evans Eng Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D-12
10-8-56

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Crush Storm Sewer Location Burnside Br File No. 322

Gang B&B #6 Report No. 4 ~~Daily or~~ Week Ending Oct 20 1956

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Carpenter								36½	2.046	
								5	3.069	
									3.71	
Asst Foreman								9	3.41	

Total Labor 50½

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work
A Watchman
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Correct J E Thomas Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

W-4
10-20-56

1-50

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br File ~~Sewer~~ No. 322

Gang B&B #6 Report No. 23 Daily ~~or Week Ending~~ Oct 20 1956

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Asst Foreman								9	3.21	
							Total Labor	9 hr		

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Corr. J E Thomas Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

P 23
10-20-56

1-52

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Court Storm Sewer Location Burnside, Or File No. 322

Gang B&B #6 Report No. 22 Daily ~~or Week Ending~~ Oct 19 1956

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8 1	2.046 3.069	

Total Labor 9 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Correct J. E. Thomas Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D22
10-19-56

1-50

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project West Storm Sewer Location Burnside Br File No. 322

Gang B&B #6 Report No. 21 Daily or ~~Week Ending~~ Oct 18 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
1 Carpenter									8	2.046	
									1	3.069	

Total Labor 9 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Watch man
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

D-21
10-18-56

Correct J E Thomas Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

1-58

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Oust Storm Sewer Location Burnside Br ~~G.O.~~ File No. 322

Gang B&B #6 Report No. 20 Daily or ~~Week Ending~~ Oct 17 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8	2.046	
									1	3.069	

Total Labor 9 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Correct J. E. Thomas Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D-20
10-17-56

1-56

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br E/c No. 322

Gang B&B #6 Report No. 19 Daily ~~or Week Ending~~ Oct 16 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8	2.046	
									1	3.069	

Total Labor 9 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

D-19
10-16-56

Correct J. E. Thomas Engr. Bridge Title-S. P. Co.

Approved

Res. Engr. State Highway Dept.

1-52

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br E/c No. 322

Gang B&B #6 Report No. 18 Daily ~~or Week~~ Ending Oct 15 1956

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Carpenter								4 1/2 1	2.046 3.069	

Total Labor 5 1/2 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Watchman

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Correct J E Thomas
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D18
10-15-56

1-52

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Coast Storm Sewer Location Burnell Rd File ~~C.W.~~O. No. 322

Gang Div. Engrs Report No. 1 ~~Daily or~~ Week Ending Oct 27 1956

1 Daily Oct 25 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspt	J E Thomas			@ 455.00					4	2.473	

Total Labor 4 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Inspection
						B
						C
						D
						E
						F

* Note: Also report locomotive
and automobile miles.

Correct J E Thomas Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D-1

10-27-56 DE

1-52

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Couch Storm Sewer Location Burnside Br. ~~Order~~ File No. 322

Gang B&B #6 Report No. 5 ~~Daily~~ or Week Ending Oct 27 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
L Carpenter									23 1/2	2.046	
								OT	6 3/4	3.069	
Foreman L Klinge								OT	7 1/2	3.41	

Total Labor 37 3/4 Hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Correct J E Thomas Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

W-5
10-27-56

1-50

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br. File ~~G.M.O.~~ No. 322

Gang B&B #6 Report No. 29 Daily or ~~Week Ending~~ Oct 27 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
~~[illegible]~~											
Foreman									7½	3.41	

Total Labor 7½

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *						Description of Work
	A	B	C	D	E		
						A	Watchman
						B	
						C	
						D	
						E	
						F	

* Note: Also report locomotive and automobile miles.

D-29
10-27-56

Correct J E Thomas Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Aust Storm Sewer Location Burnside Br. File No. 322

Gang B&B #6 Report No. 28 Daily or Week Ending Oct 26 1956

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8	2.046	
									1	3.069	

Total Labor 9 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E		Description of Work
						A	Watchman
						B	
						C	
						D	
						E	
						F	

* Note: Also report locomotive and automobile miles.

Correct J C Thomas Res Engr

Title-S. P. Co.

Approved J W Day

Res. Engr. State Highway Dept.

D-28
10-26-56

1-50 SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Couch Storm Sewer Location Burnside Br File ~~S.M.O.~~ No. 322

Gang B&B #6 Report No. 27 Daily ~~or Week Ending~~ Oct 25 1952

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
1 Carpenter									5	2.066	
									2	3.069	

Total Labor 7 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

D-27
10-25-52

Correct J. E. Thomas Engr.
Title-S. P. Co.

Approved [illegible]
Res. Engr. State Highway Dept.

1-59

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br. File ~~[illegible]~~ No. 322

Gang B&B #6 Report No. 26 Daily or ~~Week Ending~~ Oct 24 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									4	2.046	
									1	3069	

Total Labor 6 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Watchman

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Correct J E Thomas Engr [illegible]

Title-S. P. Co.

Approved

Res. Engr. State Highway Dept.

D-26

10-24-56

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br ~~G.W.O.~~ File No. 322

Gang B&B #6 Report No. 25 Daily ~~or Week Ending~~ Oct 23 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									2	2.046	
									1	3069	

Total Labor 3 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Correct J E Thomas Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D25
10-23-56

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Dist Storm Sewer Location Burnside Br ~~G.M.O.~~ File No. 322

Gang B&B #6 Report No. 24 Daily ~~or Week Ending~~ Oct 22 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenters									4½	2.046	
									1¾	3.069	

Total Labor 6¼ hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Correct J E Thomas Brg Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D-24
10-22-56

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Crist Storm Sewer Location Burnside Br ~~S.O.~~ File No. 322

Gang Divn Engr Report No. 2 ~~Daily or Week~~ Period Ending Oct 31 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
	Nothing to Report										
									Total Labor		

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
							Total Material		

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

W-2
10-27-52

Correct J. E. Thomas Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

1-56 L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Orest Storm Sewer Location Burnside Br ~~G.W.O.~~ File No. 322

Gang Divn Engr Report No. 2 ~~Daily or Week~~ Period Ending Oct 31 1956

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
	Nothing to Report										

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Correct J E Flowers Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

W-2
10-27-56

L-7702

1-50

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Ash St Storm Sewer Location Burnside Br. File ~~C.W.~~O. No. 322

Gang B+B #6 Report No. 6 ~~Daily or Week~~ Period Ending Oct 31 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									10½	2.046	
									3	3.069	

Total Labor 13½ hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Watchman
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Correct J. E. Thomas Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

W 6
10-31-56

1-56

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Coast Storm Sewer Location Burnside Br File No. 322

Gang B&B #6 Report No. 32 Daily or ~~Week Ending~~ Oct 31 1956

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									2	2.046	
									1	3.069	

Total Labor 3 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Correct J E Thomas Engr [illegible]
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D 32
10-31-56

1-56

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR V[illegible]EI[illegible]Y REPORT OF LABOR A[illegible] [illegible]TERIAL USED

Project Coast Storm Sewer Location Burnside Br File ~~[illegible]~~ No. 322

Daily ~~or Week Ending~~ Oct 30 1956

Gang B&B #6 Report No. 31

Sub-Division of Work / Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Carpenter									8 1	2.046 3.069	

Total Labor 9 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman

B

C

D

E

F

Correct J.E. Thomas Engr Insp Title-S. P. Co.

Approved Res. Engr. State Highway Dept.

* Note: Also report locomotive and automobile miles.

D-31

10-30-56

1-52

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Const Storm Sewer Location Burnside Br File ~~S.M.O.~~ No. 322

Gang B&B #6 Report No. 30 Daily or ~~Week Ending~~ Oct 29 1956

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
2 Carpenter									1/2	2.046	
									1	3.069	

Total Labor 1½ hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Watchman
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Correct: J. E. Manor Engr [illegible]
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D 30
10-29-56

1-52

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Sewer Connection Location Burnside Br File G.M.O. No. 322

Gang Engr Dept Report No. 3 ~~Daily~~ or Week Ending Nov 3 1956

3 Daily Nov 2 56

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp	J Thomas			@ $480.00					8		

Total Labor 8 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Repeated Inspection

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Correct J Thomas Engr Insp

Title-S. P. Co.

Approved J W Day

Res. Engr. State Highway Dept.

WS 11-3-56

1-52

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Sewer Connection Location Burnside Br ~~Contr.~~ File No. 322

Gang Engr Dept Report No. 4 ~~Daily~~ or Week Ending Nov 9 10 1956

4 Daily Nov 9

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Dept	J E Thomas				@	$4.80			4		

Total Labor 4 hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Correct J E Thomas Engr Insp.
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

W 4
11-10-56

1-38

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Sewer Connection Location Burnside Br File ~~W.O.~~ No. 322

Gang B&B #6 Report No. 7 ~~Daily or~~ Week Ending Nov 10 1956

Sub-Division of Work / Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Lead Carpenter									10 3	2.146 3.219	

Total Labor 13 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman
B
C
D
E
F

Correct J E Thomas Engr
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

* Note: Also report locomotive and automobile miles.

W 7 B6

11-10-56

1-58

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR W EK REPORT OF LABOR A M TERIAL USED

Project Sewer Connection Location Burnside Br ~~Order~~ File No. 322

Gang B&B 6 Report No. 35 Daily ~~or Week Ending~~ Nov 9 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Lead Carpenter									2	2.146	
									1	3.219	

Total Labor 3 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Watchman

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Correct J. Thomas [illegible]

Title-S. P. Co.

Approved

Res. Engr. State Highway Dept.

D-35 BB6

11-10-56

1-58

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Sewer Connection Location Burnside Br ~~G.M.O.~~ File No. 322

Gang B&B #6 Report No. 34 Daily ~~or Week Ending~~ Nov 7 1956

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Lead Carpenter									4 1	2.146 3.219	

Total Labor 5 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Correct J E Brown Engr. Dept.

Title S. P. Co.

Approved

Res. Engr. State Highway Dept.

B&B6
D34 - 11-7-56

1-38 L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Sewer Connection Location Burnside Br File ~~R.M.O.~~ No. 322

Gang B&B #6 Report No. 33 Daily ~~or Week Ending~~ Nov-5 1956

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Lead Carpenter									4	2.146	
									1	3.219	

Total Labor 5 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work
A Waterhouse
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Correct J. E. Thomas Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

D33 BB6
11-5-56

1 52

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR W EK REPORT OF LABOR A M ERIAL USED

Project Sewer Connection Location Burnside Br File S.M.O. No. 322

Gang Engr Dept Report No. 5 ~~Daily or~~ Week Ending Nov 17 1956

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report											

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Correct J E Thomas Engr-Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

WS
11-17-56

1-52 L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Sewer Connection Location Burnside Br File S.W.O. No. 520

Gang Engr Dept Report No. 6 ~~Daily~~ or Week Ending Nov 24 1956

Sub-Division of Work									Hours	Rate	Amount
Class of Labor	A	B	C	D	E	F					

Nothing to Report

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

B&B #6 Report #8

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work
A
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Correct Engr Dept
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

W6
11-24-56

1-52 L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Sewer Connection Location Burnside Br F.12 S.W.O. No. 322

Gang B&B #6 Report No. 8 ~~Daily or~~ Week Ending Nov 24 1956

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Lead Carpenter									12	2.166	
									2½	3.249	

Total Labor 14½

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Correct [illegible]
Title-S. P. Co.

Approved [illegible]
Res. Engr. State Highway Dept.

BB 6/8
W-8
11-24-56

1-38 L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Sewer Connection Location Burnside Br ~~S.H.O.~~ File No. 322

Gang B&B # 6 Report No. 37 Daily or ~~Week Ending~~ Nov 23 1952

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Lead Carpenter									8	2.146	
									1 3/4	3.219	

Total Labor 9 3/4

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Correct

Title-S. P. Co.

Approved

Res. Engr. State Highway Dept.

BB6
P37
11-23-52

1-58

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Sewer Connection Location Burnside Br ~~C.E.O.~~ File No. 322

Gang B&B #6 Report No. 36 Daily ~~or Week Ending~~ Nov 21 1956

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Lead Carpenter									4	2.146	
									3/4	3.219	

Total Labor 4 3/4 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Watchman

B

C

D

E

F

Correct J. E. [illegible] Title-S. P. Co.

Approved [illegible] Res. Engr. State Highway Dept.

* Note: Also report locomotive and automobile miles.

BB6
D36
11-21-56

1-50 L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR W EK REPORT OF LABOR A TERIAL USED

Project Sewer Connection Location Burnside Br ~~S.W.O.~~ File No. 322

Gang Engr Dept Report No. 7 ~~Daily~~ or Week Ending Nov 30 1956

5 Daily Nov 26 56

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp	J. E. Thoms @ $480.00								4		

Total Labor 4 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Correct J. E. Thoms Engr Insp
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

W 7
11-30-56

1-58

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR W EK Y REPORT OF LABOR A TERIAL USED

Project Sewer Connection Location Burbank Br ~~O.M.O.~~ File No. 322

Gang B&B #6 Report No. 9 ~~Daily or~~ Week Ending Nov-30 1956

38 Daily Nov 26 56

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Head Carpenter									8	2.146	
									2½	3.219	

Total Labor 10½ hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Abutments
B
C
D
E
F

BB6 * Note: Also report locomotive and automobile miles.
W-9
11-30-56

Correct J. E. Thomas Title-S. P. Co

Approved

Res. Engr. State Highway Dept.

RECEIVED
DEC 19 1956
FOR FILING

UI-323(15)

4590

December 17, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 285 covering repair and replacement of telephone cable on the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway in Multnomah County, Contract No. 4590, in connection with Federal Aid Project No. UI-323(15).

This work is necessary to repair and replace telephone cable, the presence and location of which was not known, which was broken during the excavation work. The work was done by Pacific Telephone and Telegraph Company forces.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBF:cr
Encl.

RECEIVED
DEC 13 1956
FOR FILING

UI-323 (15)

4590

December 12, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering constructing type "B" manholes on the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway in Multnomah County, Contract No. 4590, in connection with Federal Aid Project No. UI - 323 (15).

The modified design for type "B" manholes does not meet requirements for the locations noted on the price agreement. This price agreement is to authorize type "B" manholes at these locations.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:er
Encl.

RECEIVED
[illegible] 1956
FOR FILE
FORM E-80X—80M—11-50—[illegible]

UI-[illegible]

459A

63
105

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
October 23, 1956

SUBJECT: Union Avenue - 37th Avenue
T. H. Banfield Expressway

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
Box 4699, Sellwood Station
Portland 2, Oregon

Herewith a copy of a letter from the Pacific Telephone and Telegraph Company in which they cite damage by reason of excavating work done by Gibbons and Reed on the subject named project.

Our Legal Department is of the opinion that we are liable for the damage. It is therefore suggested that you make out a State Force Order, supported by a proper billing from the Pacific Telephone and Telegraph Company, and submit it so that they may be reimbursed.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

Encl.

cc Forrest Cooper ✓
Robert L. May

NOTED
FORREST COOPER

RECEIVED
OCT 23 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 230—12½M—6-53—66209

PLEASE RETURN TO
FORREST COOPER

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 5, 1956

SUBJECT: Pacific Telephone & Telegraph Company
Assignment No. 63

To: Forrest Cooper
Deputy State Highway Engineer
Office

Reference is made to my letter of September 18, 1956 which is attached hereto concerning the liability of the State Highway Commission for damage to a telephone cable by the State's contractor.

We have asked the City of Portland to let us have a copy of the franchise or permit under which Pacific Tel. and Tel. Company installed this cable but have not yet received the same. Mr. Gale Powell of this office has discussed the matter at some length with city officials, however, and has been advised that under the practice and procedure of the city and the usual obligations of utility companies occupying street areas under franchise, the utility would be entitled to recover for damage to its facilities. In view of this information, it is suggested that the State accept liability and pay the claim of Pacific Tel. and Tel. Company if the amount thereof is correct.

Robert L. May

ROBERT L. MAY, JR.
Assistant Counsel

RLM:ph

RECEIVED
1956
OFFICE OF
STATE HIGHWAY ENGINEER

ASSIGNMENT

Date: September 17, 1956 No. 63 By Ja

Description: Letter of September 12 by E. V. Jenkins of The Pacific Tel. & Tel. Co., Portland, asking that ~~xx~~ they be reimbursed for telephone cable which was severed at N. E. Davis and 2nd Streets as result of excavating by Gibbons & Reed Construction Company.

Acknowledged by____ Referred to Enfield

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
__Return with rough draft of reply
__Prepare reply for signature of Mr.______
__Contact correspondent and report

Remarks: I don't see where this would be our baby; however, will you give me an opinion as to our possible liability.

RECEIVED
SEP 1[illegible] 1956
F.G. LEGAL DEPT.

PLEASE RETURN TO
FORREST COOPER

Executed 9-19-56 Report Received________
me

HIGHWAY DEPARTMENT
MENT CORRESPONDENCE

lem, Oregon
ember 18, 1956

SUBJECT: Assignment No. 63

PLEASE RETURN TO
FORREST COOPER

t we give you an opinion as to the
Department for damage caused to a
contractor, Gibbons and Reed Con-

n to the Provisions of Article 1.7.15
for Highway Construction. This
State's contractor to promptly repair
naged as a result of his operations.
reads as follows:

ns of the foregoing paragraph
repairing, rebuilding or re-
placing of pipes, conduits, sewers, water mains and other underground structures damaged unavoidably, in cases where the damaged structures are within the neat lines of excavations and the presence of the structures is not made known to the contractor by indications on the plans or by notification from the engineer. In such cases, the expense of the repairing, rebuilding or replacing of the structures will be borne by the State."

We do not have a copy of the franchise or permit authorizing the telephone cable to be placed and maintained in the street, but unless the franchise or permit contains a provision requiring all risk of loss to be borne by the Pacific Telephone and Telegraph Company, it would appear that the State is obligated to pay for the damage.

Robert L May

ROBERT L. MAY, JR.
Assistant Counsel

RLM:aj

Bob could you check
some [illegible]
the franchise
Coop

RECEIVED
SEP 19 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 230—12½M—6-55—68209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18, 1956

SUBJECT: Assignment No. 63

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

PLEASE RETURN TO
FORREST COOPER

You have requested that we give you an opinion as to the liability of the State Highway Department for damage caused to a telephone cable by the State's contractor, Gibbons and Reed Construction Company of Portland.

Your attention is drawn to the Provisions of Article 1.7.15 of the Standard Specifications for Highway Construction. This article generally requires the State's contractor to promptly repair any property which might be damaged as a result of his operations. The second paragraph, however, reads as follows:

> "The provisions of the foregoing paragraph shall not apply to the repairing, rebuilding or replacing of pipes, conduits, sewers, water mains and other underground structures damaged unavoidably, in cases where the damaged structures are within the neat lines of excavations and the presence of the structures is not made known to the contractor by indications on the plans or by notification from the engineer. In such cases, the expense of the repairing, rebuilding or replacing of the structures will be borne by the State."

We do not have a copy of the franchise or permit authorizing the telephone cable to be placed and maintained in the street, but unless the franchise or permit contains a provision requiring all risk of loss to be borne by the Pacific Telephone and Telegraph Company, it would appear that the State is obligated to pay for the damage.

Robert L May

ROBERT L. MAY, JR.
Assistant Counsel

RLM:aj

Bob could you
have someone check
the franchise?
Cooper

RECEIVED
SEP 19 1956
OFFICE OF
STATE HIGHWAY ENGINEER

ASSIGNMENT

Date: October 9, 1956 No. 105 By Fc

Description: Letter of September 12 from Pac. Tel. & Tel. Co., Portland asking reimbursement for tel. cable severed at NE Davis & 2nd Sts., Bob May's letter of Sept. 18 and his letter of Oct. 5 concerning liability.

Acknowledged by____ Referred to **Edwards**

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
__Return with rough draft of reply
__Prepare reply for signature of Mr._______
__Contact correspondent and report

Remarks: Please take the necessary steps to close this matter.
F.C.

PLEASE RETURN TO FORREST COOPER

Executed 10-23-56 Report Received________
ma

IE AND TELEGRAPH COMPANY
GON AREA

3T., PORTLAND 4, OREGON

IE CAPITOL 8-6261

RECEIVED
1 1956
LEGAL DEPT.

PORTLAND, September 12, 1956
File No. 54812

PLEASE RETURN TO FORREST COOPER

C. Williams
Highway Engineer

ıch pipe conduit containing a 51 pr.
at N. E. Davis and 2nd Street,
ng work by Gibbons & Reed Construction
land.

ur claim for costs of repairs and were advised by Mr. Toulson of that firm they would not accept liability as the prints furnished by the State Highway Dept. did not show any buried installation at this point nor were they told of any. He suggested we contact the State Highway Dept. regarding our claim which is estimated at approximately $200.

We will appreciate your advice as to whether the Department will accept our claim for costs of repairs.

Yours very truly,

W. W. Jenkins
Chief Special Agent
SS

RECEIVED
SEP 14 1956
OREGON
STATE HIGHWAY COMMISSION

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY
OREGON AREA

509 S. W. OAK ST., PORTLAND 4, OREGON
[illegible]
TELEPHONE CAPITOL 8-6261

R. V. JENKINS
CHIEF SPECIAL AGENT

RECEIVED
1 1956
LEGAL DEPT.

PORTLAND, September 12, 1956
File No. 54812

State Highway Department
Salem, Oregon

PLEASE RETURN TO
FORREST COOPER

Attention Mr. W. C. Williams
State Highway Engineer

Gentlemen:

On August 17, 1956 a 2 inch pipe conduit containing a 51 pr. telephone cable was severed in two at N. E. Davis and 2nd Street, Portland, as the result of excavating work by Gibbons & Reed Construction Company, 6405 N.E. Glisan St., Portland.

We wrote them regarding our claim for costs of repairs and were advised by Mr. Toulson of that firm they would not accept liability as the prints furnished by the State Highway Dept. did not show any buried installation at this point nor were they told of any. He suggested we contact the State Highway Dept. regarding our claim which is estimated at approximately $200.

We will appreciate your advice as to whether the Department will accept our claim for costs of repairs.

Yours very truly,

R. V. Jenkins
Chief Special Agent
BB

RECEIVED
SEP 14 1956
OREGON
STATE HIGHWAY COMMISSION

P

RECEIVED
OCT 19 1956
FOR FILING

UI-323 (15)

4570

Cross Referenced To:
Maint
Drainage

October 18, 1956

Mr. C. I. Meyers, Trust Officer
Head Office
The U. S. National Bank of Portland
Portland, Oregon

Dear Sir:

The matter of the roof drain, as set out in your letter of October 2, pertaining to the concrete warehouse building located on Lots 3 and 4, Block 74, East Portland, has been referred to this office for answer.

As a temporary measure, these roof drains were diverted down the cut bank and onto the highway right of way. It is believed that this is not a permanent solution; however, we wish to employ this method of disposing of this water until such time as the proposed line westerly of the present work under way on Unit 1 of the T. H. Banfield Freeway can be more fully designed. It is possible at that time that we may wish to dispose of the water in a different manner.

This will authorize you to dispose of the water onto the Banfield Freeway until such time as a final design is arrived at on this section. At that time, you may be assured that we will meet our obligations by disposing of this water on a more permanent plan.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. R. L. Porter
Mr. A. G. Skelton

LHY:jc fn

FORM E30—30M—2-55—82066

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 9th, 1956

SUBJECT:

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

I am enclosing herewith copy of a letter dated October 2, 1956 from Mr. C. I. Meyers, Trust Officer of the head office of the U. S. National Bank of Portland. This concerns improved property purchased by the Highway Commission in August 1954, comprising Lots 1 and 2, Block 74, East Portland. It appears that when the improvements on the property acquired by us were removed, that it disrupted storm drainage on property owned by the same owners and adjacent to our taking. This matter came to a head during the rain storm of August 22nd, and our contractors at that time ditched this drainage water away from where it was damaging the building, and put it over the slope into the Banfield Freeway, which is under construction.

You will note from Mr. Meyers' letter, that it would cost approximately $900 to connect present roof drains to the sewer on E. Davis Street, and that they will also be satisfied if we give them a letter, permitting the water to drain as it is at present, down the bank on the highway right of way. It appears from Mr. Meyers' statement, that if at the time this property was purchased by ourselves, if the drainage problem was understood by our right of way department and the owner, this matter would have been taken care of properly at that time.

This property will probably be affected by any modifications of the proposed Burnside Bridge connection, and it is probable that the remaining property would have to be taken in connection with the alignment revision. Our people advise me that the drainage running down the slope on the grade will do us no damage at the present stage of construction. It can later be brought into a catch basin and from there into the sewer we are installing. I am enclosing a proposed letter to Mr. C. I. Meyers, and if this meets with your approval, would recommend its release to him.

NOTED
FORREST COOPER

A G Skelton
A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: James Don

FORM [illegible]57 2M 8-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

OFFICE OF A. G. SKELTON, DIVISION ENGINEER
A. E. JOHNSON, ASSISTANT DIVISION ENGINEER
P.O. BOX 4699, PORTLAND 2, OREGON

PHONE: CL 4-6511

IN REPLY PLEASE
REFER TO FILE NO.

October 9, 1956

Mr. C. I. Meyers, Trust Officer
Head Office The U. S. National Bank
Portland, Oregon

Dear Sir:

Reference is made to your letter of October 2nd addressed to myself, concerning your file No. 19589 on Unit 1 of the T. H. Banfield Expressway. This concerns property purchased by the State Highway Commission on August 16, 1954, described as Lots 1 and 2, Block 74, East Portland.

This will authorize you to retain the existing drain leading water from the balance of this ownership over the slope to the T. H. Banfield Expressway. This roof drainage will be handled by the State, and put into our storm sewer system on the T. H. Banfield Expressway.

Yours very truly,

R G Skelton
A. G. SKELTON
Division Engineer

AG:W
cc: Tom Edwards
S. N. Mayhew ✓
James Don

Original Copy of the letter
not sent

HEAD OFFICE

HEAD OFFICE
THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

October 2, 1956

Oregon State Highway Department
[illegible]00 S. E. McLoughlin Blvd.
Portland, Oregon

Attention Mr. A. G. Skelton, Division Manager

Re File No. 19583, United States National Bank
Unit [illegible], T. H. Banfield Expressway
P-739, Parcel 3 and P-4243, Parcel 1

Gentlemen:

On August 16, 1954, the State of Oregon through its Highway Commission acquired title to Lots 1 and 2, Block 74, East Portland. An undivided two-thirds interest in the property acquired was held by this bank as trustee, the remaining one-third interest by Mr. Edward Erickson. The total consideration paid by the State of Oregon for this property was $18,500.

The improvements on the property taken consisted of a corrugated metal warehouse building which adjoined a brick and concrete warehouse building immediately to the south located on Lots 3 and 4, Block 74, East Portland, also owned by the grantors of Lots 1 and 2.

Prior to August 22 the contractor working on the new Banfield Expressway removed without notice to the owners of Lots 3 and 4 the corrugated warehouse building on Lots 1 and 2, leaving the north wall of the warehouse on Lots 3 and 4 exposed, but made no provision to take care of the drainage from the roof of the adjoining warehouse.

During the heavy rainstorm on Saturday, August 22, all the water from the roof ran down the wall of the building (which, incidentally, was cracked badly in a couple of places by a bulldozer hitting the wall), flooded the interior and the contents owned by the tenant quite badly. This was the first time we had knowledge that the roof drains were disconnected. On that date we contacted the contractor who immediately put in some temporary rain drains to carry the water away from the building onto the right-of-way of the State Highway Department.

At the time that the sale to the Highway Department was under consideration, neither we nor the Highway Department representatives realized that the drainage from the roof on the warehouse building on Lots 3 and 4 went on to the warehouse on Lots 1 and 2, and from there was carried away to a drain on the northwest end of the latter building which was acquired by the Highway Department.

Oregon State Highway Department
October 1, 1

Technically, under the City Code the roof drains should be connected direct to the sewer; however, the city says it is permissible to allow the drains to run to the State Highway Department right-of-way provided the Highway Department would give its approval.

When the sale of Lots 1 and 2 was being negotiated, not realizing the roof drainage condition, no consideration was given to taking care of the drainage from the building left on Lots 3 and 4; therefore, no compensation was paid to correct the new situation created.

If the facts had been known at the time of the negotiations for the purchase of the property, the state would have included in their purchase price compensation for the cost of connecting the roof drains to the sewer or, in lieu thereof, agree to take care of the drainage across the state right-of-way. From an estimate just secured, it appears that it will cost approximately $300.00 to connect the present roof drains to the sewer on East Davis Street.

It is necessary that the drainage problem be corrected and we would appreciate your reopening the case so that the state will either take care of the cost of connecting to the sewer, or give a letter permitting the water to be drained as is presently done down the bank and to the highway right-of-way.

Yours very truly,

C. I. Meyers
Trust Officer

RML vrc

cc Mr. S. N. Mayhew
State Right-of-Way Supervisor

cc Mr. Edward Erickson

RECEIVED
SEP 18 1956
FOR FILING

45-325(15)

4591

September 17, 1956

Assign No. 63 J.C.

Mr. R. V. Jenkins
Chief Special Agent
The Pacific Telephone and Telegraph Company
509 S. W. Oak Street
Portland 4, Oregon

Your File 54812

Dear Sir:

Your letter of September 12 re two-inch pipe conduit at N. E. Davis and 2nd Streets has been referred to our Legal Department for a determination of liability. You will be advised later as to our position.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:mm

cc Mr. C. W. Enfield

RECEIVED
AUG 1 1956
FOR FILING

11I-322 (15)

4590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
July 30, 1956

SUBJECT: Union Ave.-37th Ave.
T. H. Banfield Expressway
Density Tests
Contract No. 4590

To:

Mr. A. G. Skelton
Division Engineer
State Highway Department
Box 4699-Sellwood Station
Portland 2, Oregon

NOTED
W. C. WILLIAMS

Reference is made to Moisture and Density Determination of Soils report, dated June 29, 1956 showing two relative roadbed densities in the top foot of the subgrade of 77.3 percent of the proctor density for the soils of the area.

The roadbed moisture at the time of test was 14.6 and 15.7 percent of the dry weight of soil. The roadbed soil moisture range for the required 95 percent is from 9.5 to 15.5 percent.

It would appear as if the required density could be obtained if the effort is expended to compact the soil.

Will you please instruct the resident engineer to have the contractor obtain the required density.

Also, will you please have the resident engineer obtain tests of the subgrade density after he is satisfied the density has been obtained.

Forrest Cooper
Construction Engineer

By L. H. Young

L. H. Young
Ass't Construction Engineer

RECEIVED
JUL 31 1956
OFFICE OF
STATE HIGHWAY ENGINEER

LHY-WCH:jo

cc to: W. C. Williams
Ray Webber

RECEIVED
JUL 31 1956
FOR FILING

NEW ADDRESS:
625 West 9th North
P. O. BOX 1113
Salt Lake City 10, Utah

UI-323 (15)

45

GIBBONS & REED CO.
CONTRACTORS
[redacted]

July 28, 1956

ADDRESS REPLY TO
P.O. Box 4989
Portland 13, Oregon

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Your letter of July 23, directs us to proceed with the removal of Building No. 4 in accordance with Contract No. 4590. This is no longer possible.

Contract No. 4590, in the Special Provisions covering the removal of the buildings, states that all material resulting from the removal of the building shall become the property of the contractor. Nothing was mentioned a bout any of the material being reserved for the state.

Your letter enumerates the materials you have removed from the building. The value of these materials was used by us when we bid on the removal to reduce the bid price to $4,000.00. As you are taking these of our materials it is necessary that you pay us their value or increase our bid price by a sum equal to their value.

We respectfully suggest that if you want us, on August 1, to take over the removal of the building where you are leaving off, that you advise us which of the two methods of payment you propose to choose.

Very truly yours,
GIBBONS & REED CO.

A. V. Toolson

A. V. Toolson
District Manager

AVT/htc

RECEIVED
JUL 30 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 25 1956
FOR FILING

4T-223(15)

4590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
July 24th, 1956

SUBJECT:

W. C. WILLIAMS

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
P. O. Box 4699, Sellwood Station
Portland 2, Oregon

Thank you for transmitting Lloyd Shaw's letter of July 13th, 1956 re the Superbilt building. I refer to the statement of Mr. Toolson of Gibbons and Reed that they expect the building to be "intact". This, of course, opens up a vast field for argument; however, we do not wish to initiate this argument in the Construction Office. After discussing the matter with Mr. Williams and Mr. Petersen, it has been decided a letter will be sent to Gibbons and Reed informing them the building is ready for rasing on some date such as August 1st.

We will cross the next bridge when we come to it.

Forrest Cooper
Construction Engineer

FC:AR

cc to: W. C. Williams
C. W. Enfield

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 24 1956
FOR FILING

4I-323(15)

45[illegible]

July 23, 1956

Gibbons and Reed Company
6405 N. E. Glisan Street
Portland 13, Oregon

Gentlemen:

Building No. 4, specified in Contract No. 4590, Section 2, Item 3, and mentioned on page 6 of said contract, will be ready for removal on August 1, 1956. All state property such as machinery, fluorescent fixtures, sprinkler system, air conditioning systems, blower systems, intercommunication system, public address system, electric clock system, and electric and power wiring will have been removed from said building by August 1. In accordance with Contract No. 4590, you are directed to proceed with the removal of said structure promptly on August 1, 1956.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc Mr. Forrest Cooper
Mr. A. G. Shelton
Mr. Charles Peterson

(Legal) WCW:me

RECEIVED
JUL 18 1956
FOR FILING

UI-323 (15)

4590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 16, 1956

SUBJECT: R. H. Mahon Damage Claim
Union Avenue-37th Street Project
Contract No. 4590

To:

Mr. C. W. Enfield
Chief Counsel

Office

W. C. WILLIAMS

Herewith copy of letter from Walter S. Klein, attorney, of Portland, drawing our attention to damage insurred by reason of contractor's heavy equipment in the vicinity of the R. J. Mahon residence; also copy of letter from Division Engineer Skelton advising that this had been brought to the attention of Gibbons and Reed and their insurance company.

I recommend that a letter be directed to Attorney Klein disclaiming the State's responsibility for this damage and referring them to Gibbon and Reed for satisfaction.

L. H. Young
L. H. Young
Asst. Construction Engineer

LHY:ep

Attach.

cc - Mr. W. C. Williams

RECEIVED
JUL 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50M—11-55—90621

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 13th, 1956

SUBJECT:

To: Forrest Cooper
Construction Engineer
State Highway Department
Salem, Oregon

I am forwarding herewith letter dated June 20th from Walter S. Klein, attorney of Portland, confirming a telephone conversation he had with this office, concerning damage he claimed occurred to a residence at 2415 N. E. Pacific Street, Portland, and owned by R. J. Mahon. This property is in the vicinity of the Superbilt Manufacturing Company area, and the equipment mentioned in the letter was that operated by Gibbons and Reed in connection with their Union Avenue-37th Avenue Project.

This matter has been brought to the attention of Gibbons and Reed, and it is my understanding that they had had their insurance agent investigate the matter. They have advised us that it will be taken care of by them. This letter is simply forwarded for your information.

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: Lloyd Shaw

WALTER S. KLEIN
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON

June 20, 1956

Mr. A. G. Skelton, Division Engineer
Oregon State Highway Department
Post Office Box 4699
9200 South East McLoughlin Boulevard
Portland, Oregon

Dear Sir:

Confirming telephone conversation, this will direct your attention to serious cracking of the concrete foundation and concrete front porch of the premises (residence) at 2415 Northeast Pacific Street, Portland, the domicile of Ira J. Mahon.

As you know, the contractors in Sullivan's Gulch immediately north of said premises are engaged in heavy work entailing the use of machinery, causing constant shaking of the adjacent hillside.

Until the final completion of the work by your contractor, the extent of the damage will not be known. Therefore, the purpose of this letter is to advise that in due course a claim will be filed.

Very truly yours,

Walter S. Klein

WSK:mce

RECEIVED
JUN 25 1956
FOR FILING

FORM [illegible]

41-[illegible]

4590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 21, 1956

SUBJECT: Union Avenue-37th Avenue
T. H. Banfield Expressway
Contract No. 4590

To:
Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

NOTED
W. C. WILLIAMS

Reference is made to Laboratory Report No. 392160, dated June 19, 1956 showing only 34 percent crushed between the 3/4-inch and 1/4-inch sizes.

Will you please instruct the resident engineer that this type of base course aggregate, high in rounded stones should not be stockpiled or used on the roadway. The pit has produced acceptable material in the past and careful operations should allow the contractor to fulfill the specification requirements.

Also, will you please instruct the resident engineer to so mark samples of improved aggregate that it is clear they represent corrected 1½"-0 base course materials.

Forrest Cooper
Construction Engineer

By L. H. Young

L. H. Young
Ass't. Construction Engineer

LHY-WCH:ef

cc to: W. C. Williams
Ray Webber

RECEIVED
JUN 21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 25 1956
FOR FILING

41-3[illegible]

45[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem Office
June 20, 1956

SUBJECT: Lease on Stockpile Site
Union Ave. to 37th Ave. Section
T. H. Banfield Expressway

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Herewith I return to you the following items:

(a) Copy of letter from Lloyd P. Shaw to Mr. A. G. Skelton, dated May 22, 1956.

(b) Report in duplicate of Title and Trust Company to Gibbons & Reed Company, dated May 16, 1956, showing deed of record to Gibbons and Reed Company, covering Lots 1, 2, 9 and 10, Block 15, and Lots F and G, NORTH MT. TABOR, in the City of Portland, County of Multnomah and State of Oregon.

(c) Instrument in triplicate covering unacknowledged lease from Gibbons & Reed Co. to Oregon State Highway Commission, covering the North 25 feet of Lots 2 and 9, Block 15. All of Lots 1 and 10, Block and Lots F and G, all in North Mount Tabor, in the city of Portland, County of Multnomah and State of Oregon.

It appears that the purpose of the instruments is to support partial payments to Gibbons and Reed Company for materials manufactured and stockpiled under their contract for construction of the T. H. Banfield Expressway. It is assumed that the materials will be stockpiled on the portion of the Gibbons and Reed Company property described in the lease, and the instruments appear satisfactory to justify the making of advance partial payments.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. S. H. Probert
Mr. A. G. Skelton

RECEIVED
JUN 21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E30—50M—2-55—82966

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 2 , 1956

SUBJECT: Lease on stockpile site
Union Ave. to 37th Ave. Section
T. H. Banfield Expressway

To: Mr. A. G. Skelton
Division Engineer
Office

NOTED
W. C. WILLIAMS

Herewith is a lease covering portions of Gibbons and Reed property on which their sub-contractor, Newport Construction Co., has stockpiled 3/4"-0 top course base material. This is to make possible payment for "Materials on Hand" on the project.

I believe our Legal Department should check this for form, as we have had no previous experience with this proceedure.

Lloyd P. Shaw
LLOYD P. SHAW
Resident Engineer

LPS:atb
Encl.
cc:

May 22, 1956
Forrest Cooper:

Forwarded. Will you please advise if this lease form is not satisfactory. Material stockpiled at this location will be included in the next estimate.

A. G. SKELTON

RECEIVED
MAY 2 3 1956
OFFICE OF [illegible]

RECEIVED
MAY 25 1956
OFFICE OF
[illegible] HIGHWAY ENGINEER

TITLE AND TRUST BUILDING

Title and Trust
COMPANY

321 S.W. FOURTH AVENUE
Phone: ATwater 1181
PORTLAND 4, OREGON

May 16, 1956

Order No. 274653

Gibbons & Reed Company,
Box 4989,
Portland 13, Oregon.

Gentlemen:

At your request we have searched our Tract Indexes of Multnomah County Records as to the following described property:

> Lots 1, 2, 9 and 10, Block 15, and Lots F and G, NORTH MT. TABOR, in the City of Portland, County of Multnomah and State of Oregon;

and as of May 16, 1956 at 8:00 A. M., We find:

The last deed of record runs to GIBBONS AND REED COMPANY, a Utah corporation.

We have also searched our General Index for judgments and tax liens against Gibbons and Reed Company, and as of the above date we find no unsatisfied judgments or tax liens against said Gibbons and Reed Company.

We further find unpaid taxes and city liens as follows: None.

Note: 1955-56 taxes, $52.03; paid in full.

No examination has been made of the title to the premises described herein, and this is not a title report and we therefore assume no liability in connection with this search and will not be responsible for errors or omissions therein.

Yours very truly,

TITLE AND TRUST COMPANY,

By H. Campbell

JSM:CK

THIS AGREEMENT, Between GIBBONS & REED CO. a Utah Corporation *and* The Oregon State Highway Commission

WITNESSETH: That the said Gibbons & Reed Co. *in consideration of the covenants herein mentioned, does hereby lease unto the said* Oregon State Highway Commission *his executors or administrators, for a period of* 5 Months *from the* 16th *day of* May, *19* 56 *to and including the* 15th *day of* October, *19* 56, *the following described premises, to-wit:*

The North 25 Feet of Lots 2 and 9, Block 15
All of Lots 1 and 10, Block and Lots F and G, All in North Mount Tabor, in the city of Portland, County of Multnomah and state of Oregon.

and the said Oregon State Highway Commission *does hereby promise and agree to pay said* Gibbons & Reed Co. *therefor the rent following, to-wit:*

Valuable considerations, receipt of which are hereby acknowledged.

payable on ....
and to return said premises at the expiration of said time in as good order and condition as they are now in, reasonable wear and tear, fire and unavoidable casualties excepted.

Any holding over by the lesses after the expiration of the term of this lease, or any extension thereof, shall be as a tenancy from month to month and not otherwise.

IN WITNESS WHEREOF, The said parties have hereunto set their hands to duplicates hereof at Portland, Oregon, *this* 16 *day of* May, *19*56.

Executed in the presence of GIBBONS AND REED COMPANY (SEAL)

(SEAL)

THIS AGREEMENT, Between GIBBONS & REED CO. a Utah Corporation and The Oregon State Highway Commission

WITNESSETH: That the said Gibbons & Reed Co. in consideration of the covenants herein mentioned, does hereby lease unto the said Oregon State Highway Commission his executors or administrators, for a period of 5 Months from the 16th day of May, 19 56 to and including the 15th day of October, 19 56, the following described premises, to-wit:

The North 25 Feet of Lots 2 and 9, Block 15
All of Lots 1 and 10, Block and Lots F and G, All in North Mount Tabor, in the city of Portland, County of Multnomah and state of Oregon.

and the said Oregon State Highway Commission does hereby promise and agree to pay said Gibbons & Reed Co. therefor the rent following, to-wit:

Valuable considerations, receipt of which are hereby acknowledged.

payable on ....

and to return said premises at the expiration of said time in as good order and condition as they are now in, reasonable wear and tear, fire and unavoidable casualties excepted.

Any holding over by the lessee after the expiration of the term of this lease, or any extension thereof, shall be as a tenancy from month to month and not otherwise.

IN WITNESS WHEREOF, The said parties have hereunto set their hands to duplicates hereof at Portland, Oregon, this 16 day of May, 19 56

Executed in the presence of

By / GIBBONS AND REED COMPANY (SEAL)

.... (SEAL)

THIS AGREEMENT, Between GIBBONS & REED CO. a Utah Corporation *and* The Oregon State Highway Commission

WITNESSETH: That the said Gibbons & Reed Co. *in consideration of the covenants herein mentioned, does hereby lease unto the said* Oregon State Highway Commission *his executors or administrators, for a period of* 5 Months *from the* 16th *day of* May *, 19* 56*, to and including the* 15th *day of* October *, 19* 56*, the following described premises, to-wit:*

The North 25 Feet of Lots 2 and 9, Block 15
All of Lots 1 and 10, Block and Lots F and G, All in North Mount Tabor, in the city of Portland, County of Multnomah and state of Oregon.

and the said Oregon State Highway Commission *does hereby promise and agree to pay said* Gibbons & Reed Co. *therefor the rent following, to-wit:*

Valuable considerations, receipt of which are hereby acknowledged.

payable on .... *and to return said premises at the expiration of said time in as good order and condition as they are now in, reasonable wear and tear, fire and unavoidable casualties excepted.*

Any holding over by the lessee after the expiration of the term of this lease, or any extension thereof, shall be as a tenancy from month to month and not otherwise.

IN WITNESS WHEREOF, The said parties have hereunto set their hands to duplicates hereof at Portland, Oregon *, this* 16 *day of* May *, 19*56

Executed in the presence of

GIBBONS AND REED COMPANY (SEAL)
By

.... (SEAL)

.... (SEAL)

RECEIVED
JUN 18 1956
FOR FILING

41- [illegible]

4510

June 15, 1956

Mr. Lawrence Supove
219 Henry Building
Portland, Oregon

Dear Sir:

Complying with the request in your letter of June 13, 1956, we are mailing you today black line prints of construction plan sheets G-3 and 4, D-3, 4 and 5 on the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway.

An invoice in the amount of $2.70 for this service will follow.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:eh

June 13. 1956

Gentlemen: Kindly send me
lueprints of the following
heets of the Banfield
Expressway Project
Union Ave to 37th U-1 323(15)
Sheet G-3
G-4
D-3
D-4
D-5
I need them
to work up an estimate
for the ~~E~~E. Portland
Exposition-Recreation
Commission.
Very truly yours,
Lawrence Supove
219 Henry Bldg.
Portland, Oregon.

N STATE HIGHWAY DEPARTMENT

TER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15th, 1956

SUBJECT: Union Avenue-37th Avenue
T. H. Banfield Expressway
Contract No. 4590

t
Station

NOTED
W. C. WILLIAMS

ade to Laboratory Report No. 388906, dated
% deficiency in material retained on the 3/4-

material is being stockpiled on the job, pos-
to raise the percentage of material retained
screen that will be added to the pile. This should allow
the 1½"-0 base course material to be more readily acceptable.

Will you please instruct the resident engineer to have the contractor stockpile only material that is suitable based on the plant inspector's tests on the site.

Duplicate samples of the material site-tested should be forwarded to the Laboratory for official confirmation.

Will you also instruct the resident engineer to so mark his samples submitted that it is clear they represent duplicates of field-tested material that has been accepted or improved.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY/WCH:AR

cc to: W. C. Williams
Ray Webber

RECEIVED
MAY 16 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 16 1956
FOR FILING

FORM E-307—[illegible]—11-55—[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15th, 1956

SUBJECT: Union Avenue-37th Avenue
T. H. Banfield Expressway
Contract No. 4590

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
P. O. Box 4699, Sellwood Station
Portland 2, Oregon

NOTI
W. C. WILLIAMS

Reference is made to Laboratory Report No. 388906, dated May 11, 1956, showing 8.1% deficiency in material retained on the 3/4-inch screen.

As most of this material is being stockpiled on the job, positive effort must be made to raise the percentage of material retained on the 3/4-inch screen that will be added to the pile. This should allow the 1½"-0 base course material to be more readily acceptable.

Will you please instruct the resident engineer to have the contractor stockpile only material that is suitable based on the plant inspector's tests on the site.

Duplicate samples of the material site-tested should be forwarded to the Laboratory for official confirmation.

Will you also instruct the resident engineer to so mark his samples submitted that it is clear they represent duplicates of field-tested material that has been accepted or improved.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY/WCH:AR

cc to: W. C. Williams
Ray Webber

RECEIVED
MAY 16 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 9 - 1956
FOR FILING
FORM E-30X—80M—11-55—90835

4590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 8, 1956

SUBJECT: Union Avenue-37th Avenue
Banfield Expressway
Contract No. 4590

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

NOTED
W. C. WILLIAMS

Reference is made to Laboratory Reports 388078 and 388079, dated May 1, 1956, showing a deficiency of 15% fracture in the 3/4"-0 top course stone base material.

Fracture of 3/4"-0 material produced after April 11, 1956 varied from 92 to 96 percent fracture of material retained on the ¼-inch screen, as shown by Laboratory Reports 386471, 386626, 386627, 386803, 386804, 387170, 387171, 387243, 387518 and 387519.

From this it appears that the percent of fracture of material retained on the ¼-inch screen can be maintained in excess of 90 percent. It, therefore, seems practical to adjust the specification by "change order" for the 3/4"-0 material to 90 percent fracture rather than the 100 percent now required from this source.

The Vance pit should be used as a materials source on any future work only if it is absolutely necessary.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams ✓
Ray Webber

RECEIVED
MAY 8 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 9 - 1956
FOR FILING

FORM E-30X—30M—11-55—30225

[illegible]

4590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 8, 1956

SUBJECT: Union Avenue-37th Avenue
Banfield Expressway
Contract No. 4590

NOTED
W. C. WILLIAMS

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

Reference is made to Laboratory Report No. 387843, dated May 2, 1956, showing a 14 percent deficiency of material retained on the 3/4-inch screen in the 1½"-0 crushed gravel bottom base course material.

The source of this gravel, the Vance pit, is known to be spotty and difficult to work. However, acceptable 1½"-0 material has been produced from this as shown by Laboratory Reports Nos. 387169, 386518, 386517, 386516 and 386519.

Will you please instruct the resident engineer that unsuitable material will not be acceptable for use in the base course.

It is suggested that an inspector capable of assisting the contractor in obtaining satisfactory crushed gravel be assigned to this gravel pit operation on a full time basis.

Will you also please have the resident engineer so mark the samples of corrected material that it is clear they represent corrected material.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
MAY 8 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 23 1956
FOR FILING

4I-323 (15)
4590

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 27, 1956

SUBJECT: Contract No. 4590

To: General Files
OFFICE

NOTED
W. C. WILLIAMS

Invoice in the amount of $1,810.15, to reimburse Gibbons and Reed Company for railroad protective insurance in connection with Contract No. 4590, processed for payment on February 27, 1956.

C H Maison
C. H. Maison
Auditor

CHM:cg

NEW ADDRESS:
825 West 9th North
P. O. BOX 1113
Salt Lake City 10, Utah

GIBBONS & REED CO.
CONTRACTORS
[redacted]

February 22, 1956

ADDRESS REPLY TO
P. O. Box 4989
Portland 13, Oregon

Mr. W. C. Williams, Deputy State Highway Engineer
Oregon State Highway Departmnet
Salem, Oregon

Reference Contract No. 4590

Dear Sir:

W. C. WILLIAMS

We regret most sincerely that the information we furnished you on the railroad protective insurance was in error. We believed the invoices and information we supplied you to be correct. Since they and we are in error there can be only one solution. We will of course accept payment of the $ 1,810.15 as payment for the difference in the cost of the various policies involved.

The policies are subject to audit at the end of the job. We hope this audit would have revealed the error in our invoices. You will participate with us in any added or decreased premiums determined by the audit.

In closing we repeat our regrets that the error occured.

PLEASE RETURN TO
W. C. WILLIAMS

Very truly yours,

GIBBONS & REED CO.

A. V. Toolson

A. V. Toolson
District Manager

RECEIVED
FEB 2 4 1956
STATE HIGHWAY COMMISSION

RECEIVED
FEB 23 1956
FOR FILING

4:30

February 24, 1956

C
O
P
Y

P. O. Box 4989
Portland 13, Oregon

Mr. Lloyd Shaw, Resident Engineer
Oregon State Highway Department
P. O. Box 4699
Portland 2, Oregon

Reference Contract No. 4590

Dear Sir:

The first paragraph on page 44 of the Special Provisions for our contract emphasizes the importance of early completion of the outfall sewer to the Willamette River. We cannot construct this sewer until you have secured from the several railroad companies the joint property agreement that will permit us to enter the area.

We concur in the feeling for the need for early completion of this sewer which caused it to be listed in the Schedule of Performance. For us there is an added urgency. This sewer cannot be installed during spring or summer high water. If we do not complete this sewer this winter we will have to wait until next winter.

Any delay will add to our construction costs for the job. We would expect you to reimburse us for the costs added by your delay in securing us access to this area. For this reason we are urging that you expedite the joint property agreement.

Very truly yours,

GIBBONS & REED CO.

/s/ A. V. Toolson

A. V. Toolson
District Manager

AVT:rr
cc: Mr. W. C. Williams

Referred to
Mr. [illegible] by HCW
for proper action.

RECEIVED
FEB [illegible] 1956
FOR FILING

4T - 3.7
4570

File

C
O
P
Y

February 24, 1956

P. O. Box 4989

Portland 13, Oregon

Mr. Lloyd Shaw, Resident Engineer
Oregon State Highway Department
P. O. Box 4699
Portland 2, Oregon

Reference Contract No. 4590

Dear Sir:

We are working toward meeting the scheduled completion date on the above reference contract. We cannot allow any avoidable circumstance to delay the job. The Special Provisions require that we conform to a schedule of operations. We anticipate that you will require us to comply with this schedule. We are asking that you make this compliance possible.

Paragraph 2 of the schedule requires that the southerly part of Holladay St. be reconstructed prior to the excavation for the retaining wall. This necessitates that you have several utility poles removed. Delay in getting these poles moved will delay the reconstruction of Holladay St., the construction of the main roadbed, and the construction of the retaining wall and storm drainage.

Any of these would add materially to our costs for the job. We would expect you to pay us all of these added costs. We suggest therefore that you have the poles moved with all possible expediency.

Very truly yours,

GIBBONS & REED CO.

/s/ A. V. Toolson

A. V. Toolson
District Manager

AVT:rr
cc: Mr. W. C. Williams

Referred to
Mr. Enfield by WCW
for proper action.

RECEIVED
FEB 11 1956
FOR FILING
FORM E-30X—37,500—2-55—62967

UI-323(15)
4590

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9, 1956

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Gibbons and Reed Company and Newport Construction Company, covering Items 58 through 63, on the Union Avenue-37th Avenue, Contract No. 4590, Oregon UI-323 (15), is approved and you may so inform the interested parties.

Forrest Cooper
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
FEB 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 8 1956
FOR FILING

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON

file

B-2000

IN REPLY PLEASE REFER TO

322

L R. SMITH SUPERINTENDENT
[illegible]
4590

February 6, 1956

Mr. R. H. Baldock
Oregon State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Dear Sir:

Please refer to yours of January 24th relative to gauge of pipe to be used at East Portland for storm sewer from the T. H. Banfield Expressway:

As long as the Union Pacific and the Spokane Portland & Seattle Railroads have already authorized use of 14 gauge pipe for this sewer under their tracks, our Company will be agreeable to its use under our main tracks and across our right of way for this installation only. On future installation we desire that our standards be followed which calls for the following:

12	in.	Corr	Iron	Pipe	No.	14	Ga.
15	"	"	"	"	"	12	"
18	"	"	"	"	"	12	"
24	"	"	"	"	"	10	"
30	"	"	"	"	"	10	"
36	"	"	"	"	"	8	"
48	"	"	"	"	"	8	"
60	"	"	"	"	"	8	"

Yours truly,

NOTED
FORREST COOPER

(Union Ave - 37th Ave)
Sect.

NOTED
L. H. Young

RECEIVED
FEB 7 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 25 1956
FOR FILING

41-303([illegible])

4570

January 24, 1956

Mr. L. R. Smith, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Your File: 322

Dear Sir:

Reference is made to your letter of December 27 regarding the gauge of pipe to be used under your tracks at the Burnside Bridge on our Union Avenue-37th Avenue Section of the T. H. Banfield Expressway.

Apparently we overlooked getting your approval prior to letting of the contract. Approval of the installation in accordance with our specifications as set forth in Division 2, Section 21 of our Standards; to wit, 30-inch corrugated metal pipe shall be 14 gauge and 36-inch pipe shall be 12 gauge with the additional special provision that this pipe should be "Asbestos bonded with protected invert" has been received from both the Union Pacific and Spokane, Portland and Seattle railroad companies. This specification assures a minimum of deterioration with the result that initial strength is retained.

In view of the above, we request that you reconsider this matter as we are desirous of making the installation in accordance with our contract for construction. Installation of a 10 gauge, 30-inch pipe instead of our standard would result in an increase in cost of $1,700 and occasion considerable delay without an appreciable benefit.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. Forrest Cooper
Mr. P. M. Stephenson

LHY:dt lg

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON

L. R. SMITH
SUPERINTENDENT

IN REPLY PLEASE REFER TO
322

December 27, 1955

Mr. R. H. Baldock
Oregon State Highway Engineer
Salem, Oregon

Attention - Mr. P. M. Stephenson

Dear Sir:

In connection with the construction of the Banfield Highway, Portland, it is proposed to construct a storm sewer under our tracks and cross our right of way in East Portland.

We note your specifications Division 2, Section 21, does not call for the gauge of pipe to be installed. If either the 30 or 36 inch pipe is used, we should have a minimum thickness of 10 gauge.

Yours truly,

L R Smith

REFERRED TO
Barbee
Br. Construction Engineer

RECEIVED
DEC 29 1955
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
JAN 24 1956
FOR FILING

FORM E-20X—37,000—2-55—32967

UI-323-(15)
4590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 23, 1956

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Gibbons and Reed Company and Warren Northwest, Inc., covering Items 64 through 68, on the Union Avenue-37th Avenue, Contract No. 4590, Oregon UI-323 (15) is approved, and you may so inform the interested parties.

Forrest Cooper
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
JAN 23 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 24 1956
FOR FILING

FORM E-20X—37,500—2-55—32987

U.I. 323-(15)
4590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 23, 1956

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Gibbons and Reed Company and Warren Northwest, Inc., covering Items 64 through 68, on the Union Avenue-37th Avenue, Contract No. 4590, Oregon UI-323 (15) is approved, and you may so inform the interested parties.

Forrest Cooper
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:cf

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
JAN 23 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 24 1956
FOR FILING

FORM E-80X—37,900—2-55—32907

[illegible]

4590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 23, 1956

NOTED
W. C. WILLIAMS

SUBJECT:

To:
Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

The subcontract between Gibbons and Reed Company and Pacific Concrete Company, covering Items 51, 52 and 53, on the Union Avenue-37th Avenue, Contract No. 4590, Oregon UI-323 (15) is approved, and you may so inform the interested parties.

Forrest Cooper
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

cc to: W. C. Williams
C. G. Polk (2)

Note: The amount of this subcontract is $35,300.00.

RECEIVED
JAN 23 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 19 1956
FOR FILING

UI-323(12)
4590

January 19, 1956

Gibbons & Reed Co.
P. O. Box 4989
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4590, which was awarded to you by the State Highway Commission on January 3, covering the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 9 1956
FOR FILING

UI-323 (15)
4590

January 5, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on November 7, 1955, on Contract No. 4590, Union Avenue-37th Avenue Section, in Multnomah County, in connection with Federal Aid Project No. UI-323(15).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:ia

RECEIVED
JAN 12 1956
FOR FILING

[illegible]
45[illegible]

January 3, 1956

Gibbons & Reed Co.
P. O. Box 4989
Portland 13, Oregon

Gentlemen:

The State Highway Commission on November 3, 1955 accepted your proposal for grading and stone base; also construction of one reinforced concrete structure on the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway in Multnomah County for the sum of $1,097,068 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4590.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Secretary

mm

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Attention: Dorothy McCormack

R. G. Savage, SIAC
Forrest Cooper
S. H. Probert
P. M. Stephenson

NOTED
J. Mc C.

RECEIVED
JAN 9 1956
FOR FILING

41-293 (15)

STIC SERVICE
heck the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 3, 1956
11:10 a. m.

Gibbons & Reed Co.
Portland, Oregon

Contract for Union Avenue-37th Avenue Section T. H. Banfield Expressway, Multnomah County for which you submitted low bid on November 3, 1955 awarded you today. Contract forms follow shortly.

Floyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMM.

Accounting (5003-900)
Files ✓
C. W. Head

RECEIVED
JAN 9 1956
FOR FILING

UI-323(15)
4[illegible]

January 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading, base construction and structural work on the Union Avenue-37th Avenue Section of the T. H. Banfield Expressway in the city of Portland, Project UI-323(15), to the Gibbons & Reed Co. of Portland, Oregon, on the basis of the bid of $1,097,068, submitted on November 3, 1955.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

BWP:ia

RECEIVED
JAN 5 1956
FOR FILING
OREGON DISTRICT

[illegible]-323(15)
4590

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 3, 1956

08-35

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project UI-323(15), Union Avenue-37th Avenue Section of the T. H. Banfield Expressway, we hereby concur as of this date in award of Contract No. 4590 to Gibbons and Reed Company of Portland, Oregon, low bidder in the amount of $1,097,068.00 at the November 3, 1955 bid opening.

Very truly yours,

CG Polk
C. G. POLK
District Engineer

RECEIVED
JAN 4 1956
STATE HIGHWAY COMMISSION

RECEIVED
JAN 5 1956
FOR FILING
OREGON DISTRICT

[illegible] 323(15)
4590

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

January 3, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project UI-323(15), Union Avenue-37th Avenue Section of the T. H. Banfield Expressway, we hereby concur as of this date in award of Contract No. 4590 to Gibbons and Reed Company of Portland, Oregon, low bidder in the amount of $1,097,068.00 at the November 3, 1955 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JAN 4 1956
STATE HIGHWAY COMMISSION

19

RECEIVED
JAN 3 1956
FOR FILING

U1-323(19)

4590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 30, 1955

SUBJECT: Union Avenue-37th Avenue Section
Banfield Expressway
Multnomah County

To:

Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

All condemnation complaints have now been filed on this project and as far as this department is concerned, the contract may be awarded.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

RECEIVED
1955
DEC 13 1955
FOR FILING

NEW ADDRESS:
825 West 9th North
P. O. BOX 1113
Salt Lake City 10, Utah

GIBBONS & REED CO.
CONTRACTORS

[illegible]
[illegible]

December 12, 1955

ADDRESS REPLY TO
P. O. Box 4989
Portland 13, Oregon

Mr. W. C. Williams, Dep. State Highway Engineer
Oregon State Highway Department
Salem, Oregon

W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir;

We want to confirm our conversation regarding the additional time needed to make award of the Structure, Grading and Stone Base, on the Union Avenue - 37th Avenue Section of the T. H. Banfield Expressway, on which we were low bidder on November 3rd.

We are willing to waive the 45 day limit for the award of the contract as stipulated in paragraph 1.3.1 of the Standard Specifications to the extent that the time be increased by 20 days.

In event this additional time is not sufficient to permit accomplishment of the award please keep us informed. We are extremely anxious to have the award.

Very truly yours.

GIBBONS & REED CO.

A. V. Toolson

A. V. Toolson
District Manager

Noted
Sam

FORM E-123X 25M 2-52

RECEIVED
DEC 13 1955
FOR FILING

11-232 (15)
1570

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 7, 1955

Mr. Roy B. Early
1312 N. E. 15th Avenue
Portland 12, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Early:

Your letter of November 27, 1955, relative to the acquisition of right of way for the T. H. Banfield Expressway has been referred to me for reply since the Chief Counsel for the Highway Commission is charged with the responsibility of supervising the acquisition of real property for the State Highway Commission.

As you no doubt know, the Highway Commission acquires several hundred parcels of real property each year. The price to be paid by the Commission for each parcel is ordinarily determined as a result of extended negotiations and discussions. Our experience has been that persons who convey real property to the State Highway Commission are inclined to criticize the Commission if the prices paid or other details of the settlement are publicized. In order to avoid such criticism it has been our practice to refer persons having an interest in the details of a particular settlement to the property owner involved so as to give the property owner an opportunity to give such information as he may deem desirable. As Mr. Baldock advised you in his letter of November 10, 1955, all real property transactions are the subject of complete records in the Salem office of the State Highway Commission; and the deeds are of course recorded in the county court of the county where the real property is located. Persons having more than a casual interest in the details of any particular transaction are entitled to consult those records for information.

Very truly yours,

C. W. ENFIELD
Chief Counsel

RECEIVED
DEC 8 1955
OFFICE OF
STATE HIGHWAY ENGINEER

By
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk
cc: Mr. W. C. Williams

FORM E-123X 25M 2-52

RECEIVED
DEC 13 1955
FOR FILING

11-323 (15)
4570

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 7, 1955

Mr. Roy B. Early
1312 N. E. 15th Avenue
Portland 12, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Early:

Your letter of November 27, 1955, relative to the acquisition of right of way for the T. H. Banfield Expressway has been referred to me for reply since the Chief Counsel for the Highway Commission is charged with the responsibility of supervising the acquisition of real property for the State Highway Commission.

As you no doubt know, the Highway Commission acquires several hundred parcels of real property each year. The price to be paid by the Commission for each parcel is ordinarily determined as a result of extended negotiations and discussions. Our experience has been that persons who convey real property to the State Highway Commission are inclined to criticize the Commission if the prices paid or other details of the settlement are publicized. In order to avoid such criticism it has been our practice to refer persons having an interest in the details of a particular settlement to the property owner involved so as to give the property owner an opportunity to give such information as he may deem desirable. As Mr. Baldock advised you in his letter of November 10, 1955, all real property transactions are the subject of complete records in the Salem office of the State Highway Commission; and the deeds are of course recorded in the county court of the county where the real property is located. Persons having more than a casual interest in the details of any particular transaction are entitled to consult those records for information.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

ROBERT L. MAY, JR.
Assistant Counsel

RECEIVED
DEC 8 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RLM/mlk
cc: Mr. W. C. Williams

REY B. EARLY
1312 N. E. 19TH AVENUE
PORTLAND 12, OREGON

Nov. 27, 1955

Mr R. H. Baldock, Highway Engineer,
State Highway Department,
Salem.

Dear Sir:

I have your letter of the tenth re Banfield Expressway together with map, for which I thank you.

The particular items of right of way purchases in which we are interested and on which we ask full information as to acreage taken and prices paid or to be paid are your purchases from Fred Meyer, Inc or affiliate and the Lloyd Corporation, Ltd. Do any of these contracts provide for access roads ?

Thanking you for this information,

no

Yours truly,

Rey B Early

Rey B. Early.

P.S. Are there any tracts involving these owners still to be contracted for ?

RECEIVED
[illegible] 1955
OFFICE OF
STATE [illegible] ENGINEER

RECEIVED
NOV 14 1955
FOR FILING

Coun'l.
1st [illegible]
Oregon Proj.

us 323 (15)

November 10, 1955

Mr. Ray B. Early
1312 N. E. 15th Avenue
Portland 12, Oregon

Dear Sir:

In reply to your letter of November 5, I am furnishing you with the information requested by you as follows:

1. Attached is a sketch map indicating accesses to and from the Banfield Expressway throughout its entire length between the Willamette River and Sun Dial Road. This same map indicates viaducts crossing the Expressway.

2. There is no presently proposed widening of city streets in connection with the State's project.

3. To compile a list of all right of way involved on this project as to ownership and amount paid would be a very laborious jobs, as there are some 450 parcels involved. If you have any specific right-of-way acquisitions in which you are interested we will be pleased to give you the amounts paid, if you will advise which ownerships you have in mind. I also wish to advise you that all of these right-of-way transactions are properly recorded in the County Courthouse of Multnomah County and are open to the public. Likewise, all of the records are on file in the Salem office of the Highway Commission, and you may obtain such information as might be useful to you either at the Courthouse or here.

4. Revised estimate of traffic that will use the Banfield Expressway between Grand Avenue and 33rd Avenue is approximately 38,000 vehicles per day at time of opening to traffic.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment - Map - T.A. Banfield Expressway
June 2, 1954. Rev. Aug. 17, 1955

cc Mr. W. C. Williams

[illegible] 1g

REY B. EARLY
1312 N. E. 15TH AVENUE
PORTLAND 12, OREGON

Nov. 5, 1955

NOTED
W. C. WILLIAMS

State Highway Commission,
Salem, Oregon.

Gentlemen:

It is noted that you have let the contract for grading the Banfield Expressway west from 37th Ave.

As a vitally interested resident I would ask that you send me a print of this section of the road showing planned access facilities. Alsoviaduct crossings of Sullivan's Gulch, and proposed street widenings to be made under your jurisdiction or coordinated by the city.

What prices were paid for the various rights of way p parcels involved as well as ownerships.

Have you any estimates of the traffic now flowing thru this area, and how much will be drained off by the Expressway ?

Thanking you for this information,

Yours very truly,

Rey B. Early

Rey B. Early.

Some 45 parcels
all matter of
public record
in Multnomah
Co. courthouse.

RECEIVED
NOV 8 1955
OREGON
STATE HIGHWAY COMMISSION

R8m

WILLIAM A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

G. J. LINDSTEDT
ASSISTANT TO COMMISSIONER
L. G. APPERSON
CITY ENGINEER

CITY OF PORTLAND
OREGON

November 16, 1955

PLEASE RETURN TO
W. C. WILLIAMS

Mr. H. B. Glaisyer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

The use of the terms "Expressway", "Proposed Expressway", "Throughway", and "Proposed Throughway" was noted in the original draft of the agreement submitted by the State. It was assumed that the terminology used in all instances referred to the T. H. Banfield Expressway and that said Expressway was being established as a throughway as the term is defined in the agreement.

I trust that there will be no misunderstanding on the matter since we concur with the Commission's interpretation of the terms used.

Yours very truly,

Wm. A. Bowes
WM. A. BOWES
Commissioner of Public Works

ehv

REFERRED TO
Williams
By State Highway Engineer
Please process

RECEIVED
NOV 18 1955
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
Mr. Baldock
BY SECRETARY

TED
LAISYER

I asked for these at the request of Banfield. He has a copy. HBG

RECEIVED
NOV 15 1955
FOR FILING

November 15, 1955

Mr. E. F. Kidder, Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Dear Sir:

Reference is made to your letter of November 2, your File D 9016-32-14, addressed to the attention of Mr. S. H. Probert, with reference to protective damage insurance on the Union Avenue-37th Avenue Section of the Banfield Expressway, which communication has been referred to me for attention.

In view of the diversity of interests and the possibility of individual claims, it appears reasonable, in this instance, that the entire limits of the policy liability be made applicable to each individual company insured. If the providing of such protection involves the payment of an additional premium over and above the premium required for the form of endorsement set out in the special provisions for the project, the State Highway Commission will assume the responsibility for reimbursing the contractor to the extent of such additional premium.

The justification for requesting an endorsement whereby the insurer waives subrogation against any of the railroads, its officers or employees, with respect to a loss paid to another railroad is not understood. Rights of subrogation are common and are a matter of general practice in insurance policies.

The waiver of subrogation, in some respects, would make this policy an insurance against injury or damage arising from negligence on the part of one of the parties covered under the joint policy. This is contrary to the intent of the policy endorsement agreed to by the Association of American Railroads and the American Association of State Highway Officials. This endorsement was the result of long negotiations and was intended to settle the difficulties that have been of common occurrence in insurance matters in the past. We feel that the intent of the endorsement should be carried out in this policy which will not be the case if a waiver of subrogation is included.

Bids were received on the Union Avenue-37th Avenue Section November 3, and the contract should be awarded immediately. We ask your early approval of this insurance provision.

Very truly yours,

R. H. Baldock
State Highway Engineer

JMB:rn GSP lg
cc Mr. G. S. Paxson
Mr. S. H. Probert
Mr. J. W. DeSouza

FORM 530—50M—3-55—62906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
November 10, 1955

SUBJECT: Liability Insurance on Highway-Railroad Projects

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

Herewith I hand you rough draft of suggested reply to Union Pacific Railroad Company, regarding railroad protective insurance on the Union Avenue-37th Avenue Section of the Banfield Expressway, on which bids were received November 3, 1955 and on which Gibbons & Reed Co. was the low bidder.

If a reply is made in accordance with the ideas expressed in the rough draft, I assume that a copy will be sent to the successful bidder so that it will be known that the Highway Commission will reimburse the bidder to the extent of the additional premium.

It was not mentioned in the letter draft, but I call your attention to the fact that under a non-subrogation policy Union Pacific Railroad Company might, through its own negligence, inflict serious damages upon Southern Pacific Company, which the insurer would have to pay, but then be left without a remedy against Union Pacific Railroad Company.

Very truly yours,

J.W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

DEPARTMENT OF COMMERCE

RECEIVED
OCT 26 1955
FOR FILING

UI-323(15)
[illegible]

08-35

October 25, 1955

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your requests of October 7 and 11, 1955 for individual project program changes in Item 45, Project UI-323(15), Union Ave.-37th Ave. Section, Federal-aid Urban Highway Program, were approved October 13 and 18, 1955 respectively.

The total cost will now show $1,670,000, Federal Funds $1,000,000, State funds $670,000. One terminus of the project is changed from 42nd Avenue to 37th Avenue.

Please note that in accordance with our September 19, 1955 letter the Banfield Expressway should be listed as FAI Route 2. Future references to this route should carry that designation instead of FAP Route 45. This route was not covered in Primary descriptions of revisions made necessary by abandonment of the FAUP systems which was approved effective September 8, 1955.

Very truly yours,

C. G. POLK
District Engineer

RECEIVED
OCT 25 1955
OREGON
STATE HIGHWAY COMMISSION

Original to
Mr. [illegible]

RECEIVED
NOV 3 1955
FOR FILING
OREGON DISTRICT
08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

[illegible] STATE HIGHWAY BLDG.
SALEM, OREGON

October 19, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project UI-323(15), Union Avenue-37th Avenue Section of the T. H. Banfield Expressway. This is your authority to advertise for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
NOV 3 1955
OREGON
STATE HIGHWAY COMMISSION

Form 2552
2-55-100M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Poetland 12, Oregon

NOVEMBER 2, 1955

(File Ref. D 9016 - 32 - 14)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. S. H. Probert,
Office Engineer.

Dear Sir:

Referring to the Special Provisions on the Union Avenue - 37th Avenue Section of the Banfield Expressway, sent me with your letter of October 20th:

Our examination of the specifications reveals that on Page 49, the contractor will be required to furnish Railroad's protective liability and property damage liability insurance in behalf of the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, the Southern Pacific and the SP&S Railway, "jointly to be the named insured, as their interests may appear, and the Western Union Telegraph Company, as its interests may appear," for limits of $200,000/$500,000. The Railroad Protective Insurance Endorsement which follows on Pages 50 - 53, names all of these Railroads as "Insureds".

As you are probably aware, the inclusion of all Railroads in a single policy could have the effect of limiting their protection individually in the event that losses occurred on the properties of more than one railroad. All of the Railroads concerned have agreed that a joint policy would be acceptable only if an appropriate endorsement were attached, extending to each Railroad the full limits of the policy, irrespective of the occurrence of a loss involving another Railroad. It has also been considered advisable to request an endorsement whereby the insurer waives subrogation against any of the Railroads, their officers or employees, with respect to a loss paid to another Railroad.

G. S. PAX

Your earnest consideration of this matter will be appreciated.

Yours very truly,

EF Kidder

E. F. Kidder,
Division Engineer

G. S. PAXSON

RECEIVED
NOV 8 1955
FOR FILING

U-353 (15)
4570

Salem, Oregon
November 7, 1955

Mr. A. G. Skelton

Herewith copy of the City Water Bureau's estimate for water system revisions on the Banfield freeway from 37th Avenue to the river. You may already have a copy of this direct from Mr. Anderson, but in his letter he did not indicate that copies had been sent out.

G. S. Paxson

GSP:gm
Attach.
cc Mr. Forrest Cooper

NOTED
G. S. PAXSON

H. KENNETH ANDERSON
CHIEF ENGINEER
209 CITY HALL

1851

GEORGE A. MARSHALL
SUPERINTENDENT
112 CITY HALL

BUREAU OF WATER WORKS
CITY OF PORTLAND, OREGON
DEPARTMENT OF PUBLIC UTILITIES
NATHAN A. BOODY
COMMISSIONER

November 3, 1955

Mr. G. S. Paxson
Assistant State Highway Engineer
Salem, Oregon

Dear Mr. Paxson:

Your letter of November 2, 1955, authorizing us to make such revisions as necessary in our facilities on Banfield Expressway from 37th Avenue to the River, has been received.

Enclosed please find a copy of an estimate for same. The work must be scheduled in order that our 16" and 20" mains are not out of service from May 15th to September 15th of any year.

Yours very truly,

H. Kenneth Anderson

H. Kenneth Anderson
Chief Engineer

HKA:gr
Encl

RECEIVED
NOV 7 1955
OREGON
STATE HIGHWAY COMMISSION

Computation for: ESTIMATE
Job: Banfield Expr. - 37th to Grand
Date: October 28, 1955
Computed by: Burt Carnegie

CITY OF PORTLAND, OREGON
Department of: Engineering
Bureau of: Water

Relaying Mains - 16", 20", 8", 6", 2"	$ 9,480.00
New Pipe	500.00
CI Specials	1,216.00
Yardage Moved	525.00
Hydrants Moved	1,500.00
Kill Services	960.00
Kill Mains	250.00
Temporary Service Hookup	50.00
Chamber - Gate	1,000.00
Pavement Cut	180.00
10% Engineering and Overhead	1,548.00
	$17,029.00

ESTIMATED COST - $ 17,000.00

RECEIVED
NOV 3 1955
FOR FILING

November 2, 1955

Mr. H. Kenneth Anderson
Chief Engineer
Bureau of Water Works
City Hall
Portland, Oregon

Dear Sir:

This is in reply to a letter from Mr. R. M. Hamill of your department to Mr. Lloyd P. Shaw, dated October 10, requesting authority to relocate certain water services affected by our construction on the Banfield Expressway from 37th Avenue to the river.

This is to authorize the Bureau of Water Works to make such revisions in their facilities as are made necessary by our construction work on the above section of the Banfield Expressway. These revisions are to be made at the cost of the State. It is requested that you keep in touch with our Division and Resident Engineers so that they may be familiar with the work which you are doing and will be in a position to expedite the auditing of your billing.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. A. G. Skelton
Mr. Forrest Cooper

NOTED
G. S. PAXSON

FORM 230—50M—10-54—79468

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon,
Oct. 13, 1955.

SUBJECT: Watermain Revision
Grand Ave. - 37th. Ave.
T.H. Banfield Expressway

To:

G. S. Paxson
Assistant State Highway Engineer
State Highway Department
Salem, Oregon.

Dear Sir:

Attached to this commimication is a copy of a letter from City of Portland Bureau of Water Works requesting authorization to proceed with their part of the work on the Grand Ave. - 37th. Ave. section of T. H. Banfield Expressway.

You handled previous authorizations by letter direct to Bureau Of Water Works. Funds to cover the work have been set up as a State Force Order.

Very truly yours,

Lloyd P. Shaw

Lloyd P. Shaw
Res. Engr.

enc.
cc. AGS
cc. Forest Cooper

RECEIVED
[illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

[illegible] ANDERSON
CHIEF ENGINEER
[illegible] CITY HALL

GEORGE A. MARSHALL
[illegible]
112 CITY HALL

BUREAU OF WATER WORKS
CITY OF PORTLAND, OREGON
DEPARTMENT OF PUBLIC UTILITIES
[illegible]
COMMISSIONER

October 10th, 1955.

Oregon State Highway Department,
P. O. Box 4699,
Portland 2, Oregon.

Attention: Mr. Lloyd P. Shaw
Resident Engineer.

Gentlemen:

We would like to call your attention to our letter of March 25th, 1955, dealing with Banfield Expressway estimate, West of 39th Avenue.

We have recently changed two services near 37th Avenue because of relocation work and anticipate more changes.

The Water Bureau should not do work anticipated under this contract without authorization from the State Highway Department. We would, therefore, appreciate your authorization so that we may keep ahead of your contractors.

Very truly yours,

R. M. Hamill

R. M. Hamill
Chief Assistant Engineer.

RMH/c

NOTED
G. S. PAXSO

SHEETS
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ections
Details
Structures, Plan & Profile.
Plan and Profile.
Structures and Paving

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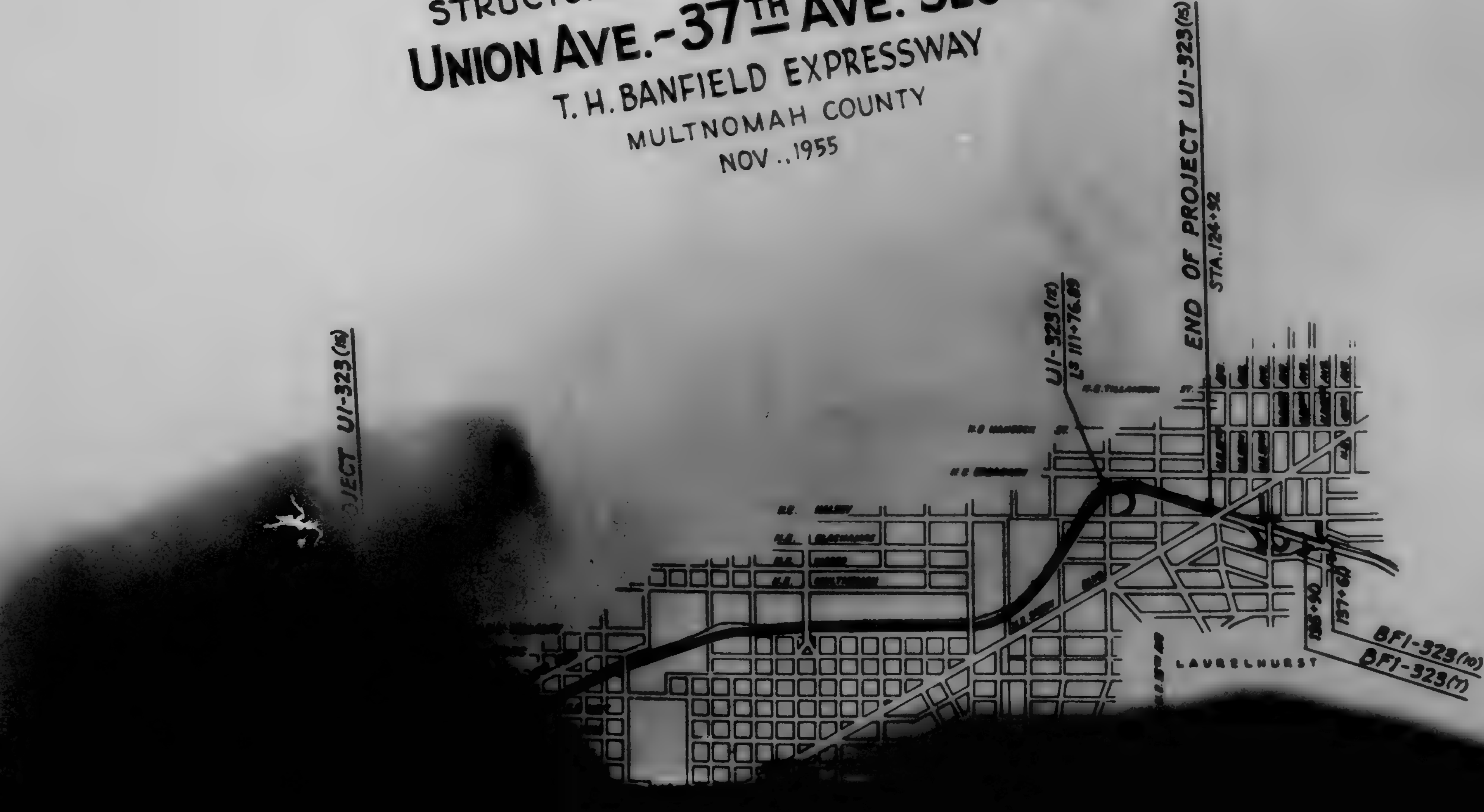
ning Wall Details
ning Wall No.4

nbecker Overcrossing

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
PLANS FOR PROPOSED PROJECT

STRUCTURE-GRADING AND STONE BASE
UNION AVE.-37TH AVE. SECTION
T. H. BANFIELD EXPRESSWAY
MULTNOMAH COUNTY
NOV., 1955



OJECT U1-323(15)
U1-323(15)
L^s 111+76.89
END OF PROJECT U1-323(15)
STA.124+92
N.E. TILLAMOOK ST.
N.E. HANCOCK ST.
N.E. HALSEY
LAURELHURST
136+90
137+61
BF1-323(10)
BF1-323(11)

[illegible] Tolman St.-Third St. (Ashland) 1955
Sec. of the Pacific Highway
[illegible] (northbound lanes) in Ashland.

R

File

RECEIVED
OCT 28 1955
FOR FILING

OREGON DISTRICT

F 302 (4)
[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

October 19, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project F-302(4), Helman St.-3rd St. (Ashland) Section of the Pacific Highway. This is your authority to advertise for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
STATE H

[illegible]

RECEIVED
AUG 26 1958
FOR FILING

F 302 (H)

4541

August 25, 1958

Mr. G. M. Green
2092 Sinaloa
Altadena, California

408

Dear Sir:

We have investigated the condition regarding your sprinkling system connection as called to our attention in your recent letter.

We wish to advise that this was a cooperative project wherein the water system owned by the City of Ashland was revised by the forces of that city. We have contacted Mr. Elmer Biegel, City Manager. Mr. Biegel states that in making the revisions they failed to realize that the connection for the sprinklers was in the parking area and that they, therefore, bypassed it with a new line. He has instructed the Water Department to repair this as soon as possible.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Elmer Biegel
Mr. Tom Edwards

TE:AR hi

FORM 2-90X—37,900—8-57—1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Aug. 20, 1958

To:
L. H. Young
Asst. Construction Engineer
Salem, Oregon

SUBJECT:
Assign. # 53-I
Helman St.-3rd St.
Pacific Highway, Con.4591

You recently wrote us requesting that an investigation be made of an allegation by a Mr. G. M. Green of Altadena, California, that the sprinkling system to his property was severed during the construction of subject section. We have contacted Mr. Beagle, City Engineer of Ashland, in this regard. He states that when the street was widened the City was required to move the shutoff valve and meter. In doing so, they failed to realize that the connection for the sprinklers was in the parking area and they therefor by-passed it with a new line. Mr. Beagle stated that he has instructed the Ashland Water Department to fix this as soon as possible.

F. B. Klaboe
Asst. Division Engineer

dls

CONSTRUCTION DIVISION
RECEIVED
AUG 21 1958
NOTED ☐ ☐ ☐ ☐ ☐
OE AOE ACE COE

ASSIGNMENT

Date: **August 13, 1958** No. 908 By Fc

Description: **Letter of August 11 by G. M. Green, Altadena, California, regarding his property in Ashland to which the sprinkling line has been broken. He believes this was done when the street was widened.**

Acknowledged by____ Referred to **Edwards** ✓

- __Investigate and report with recommendation
- __Such action as necessary and report
- __Comment or recommendation
- __Return with rough draft of reply
- __Prepare reply for signature of Mr.________
- __Contact correspondent and report

CONSTRUCTION DIVISION
RECEIVED
AUG 14 1958
NOTED-- ☐ CE ☐ ACE ☐ ACE ☐ ☐ COE

Remarks: **Please take appropriate action and prepare draft of reply.**

FC

PLEASE RETURN TO
FORREST COOPER

Executed 8-22-58 Report Received________

Aug. 11, 1958

FORREST COOPER

ssess my property at 150
was told that, due to the
to my sprinkling system
sconnected when the street
widened, the grass and
ants could not sprinkle same.

perty since the street was
this condition until a few

Will you please have the proper highway agency in southern Oregon check this at once and remedy the fault if it was due to work by highway employes or contractors, as I desire to rebuild the lawn and shrubbery.

The sprinkler water supply line was off the main water supply line at a point between the meter and house. As I do not know how much of the property was used or what was done in widening the street, I am at a loss to understand why this condition exists.

Trusting to hear from you at once, I remain

Sincerely yours,

GMGreen

G.M. Green
2092 Sinaloa
Altadena, Calif.

RECEIVED
AUG 12 1958
OREGON
STATE HIGHWAY COMMISSION

Aug. 11, 1958

State Highway Department
Salem, Oregon.

PLEASE RETURN TO
FORREST COOPER

Gentlemen;

Recently when I had to repossess my property at 150 N. Main, Ashland, Oregon, I was told that,due to the fact the water supply line to my sprinkling system there had been broken or disconnected when the street in front of 150 N. Main was widened, the grass and lawn had died since the tenants could not sprinkle same.

I had not inspected the property since the street was widened and did not know of this condition until a few days ago.

Will you please have the proper highway agency in southern Oregon check this at once and remedy the fault if it was due to work by highway employes or contractors, as I desire to rebuild the lawn and shrubbery.

The sprinkler water supply line was off the main water supply line at a point between the meter and house. As I do not know how much of the property was used or what was done in widening the street, I am at a loss to understand why this condition exists.

Trusting to hear from you at once, I remain

Sincerely yours,

G.M. Green
2092 Sinaloa
Altadena, Calif.

RECEIVED
AUG 12 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
Forrest Cooper
FOR FILING

COMMISSIONERS
M. E. [illegible], CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

1591

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 15, 1958

Mr. Ben T. Lombard
Attorney at Law
370 Lithia Way
Ashland, Oregon

Re: Claim of Frank Dean.

Dear Mr. Lombard:

Your letter of July 31st, directed to Mr. Forrest Cooper, pertaining to a claim by Mr. Frank Dean for cost of reconnecting a sewer line to his property that was severed by a state contractor during the construction of Lithia Way through Ashland is acknowledged.

For your information I wish to inform you that the contractor, as you have already stated, on this job was Mr. T. W. Thomas, who resides at 10248 N. E. Holiday Street, Portland, Oregon.

Provisions of the contract, under which this work was performed, require that the contractor shall, at his own expense, repair or replace utilities that have been disturbed or interupted, etc.

Mr. Thomas also provided a performance bond, written by the Maryland Casualty Company, through the firm of Mansfield & Co., who are located in the Lewis Building in Portland. It is suggested that you direct your claim to these individuals.

Thanking you for calling this matter to our attention, I remain

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:br
cc: Forrest Cooper
F. D. Morgan
L. H. Young

NOTED
FORREST COOPER

RECEIVED
AUG 18 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 21 1958

FOR FILING
F 302 (4)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
August 12, 1958

SUBJECT: Helman Street-Third Street
(Ashland) Section
Pacific Highway
Contract No. 4591

4591

To: Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Herewith a copy of a letter from Attorney Ben T. Lombard representing a Mr. Frank Dean, property owner on the subject named job. Mr. Lombard has advised us that the water and sewer lines to his property on the north side of the severance were not reconnected.

Will you please advise regarding this matter. I am also requesting by copy of this letter that Mr. Lindas advise us as to any obligations we might have in this connection under the judgment rendered by the court.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:js

Encl.

cc Forrest Cooper ✓
Leonard I. Lindas

RECEIVED
AUG 12 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible] 1958
FOR FILING

F 3[illegible] (4)

4591

August 6, 1958

Lombard and Cottle
Attorneys at Law
370 Lithia Way
Ashland, Oregon

Attention Mr. Ben T. Lombard

Gentlemen:

This will acknowledge your letter of July 31 in which you refer to the disruption of water and sewer service to the Frank Dean property in Ashland.

I am referring this matter to our Construction Division for investigation and report and shall advise you as soon as I have further information.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards

FC:me fn

A

RECEIVED
AUG 25 1958
FOR FILING

BEN T. LOMBARD
~~RICHARD C. COTTLE~~

LOMBARD AND COTTLE
ATTORNEYS AT LAW
370 LITHIA WAY
ASHLAND, OREGON

P. O. BOX 513
MURDOCK 9-8651

F-302 (4)

4591

July 31, 1958

894

[illegible]
FORREST COOPER

Forest Cooper
Asst. State Highway Engineer
Salem, Oregon

Dear Mr. Cooper: re: Frank Dean

You will recall some two or three years ago when the State Highway Department constructed a new street through Ashland known as Lithia Way. At that time I represented Mr. Frank Dean, who owned property at the intersection of Helman and North Main Street. The Highway Department condemned a right-of-way through Mr. Dean's property, but left a fair amount of property on the North side, including two buildings. T. W. Thomas was the contractor.

We recently undertook to refurbish the buildings and make them available for lease and found that the contractor had cut all the water and sewer lines into the property and made no attempt to reconnect them. The water line was not a particular problem, but we were obliged to spend some $334.00 in reconnecting the sewer line. I discussed this matter with Mr. Elmer Biegel, City Superintendent of Ashland, and he tells me that this was not the only instance in which this contractor very obviously failed to perform his contract.

Naturally Mr. Dean would like to recoup his money, and I would be very happy to discuss the case with you or your representative at your convenience.

Yours very truly,

LOMBARD and COTTLE

By Ben T. Lombard
Ben T. Lombard

BTL/vb

NOTED
[illegible]

RECEIVED
AUG 4 - 1958
OREGON
STATE HIGHWAY COMMISSION

ASSIGNMENT

Date: X August 5, 1958 No. 894 By Jc

Description: Letter of July 31 by Ben T. Lombard, Attorney, re property owned by Frank Dean, who recently discovered that contractor on Lithia Way job had cut all the water and sewer lines into his property and made no effort to reconnect them.

Acknowledged by_____ Referred to Edwards ✓

XXX Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
XXX Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

Remarks:

PLEASE RETURN TO
FORREST COOPER

See Mr. Linda's letter of 8.15.58.

Executed 8-15-58 me Report Received________

HIGHWAY DEPARTMENT
(date)
ary 14, 1958

(CONTRACTOR)

T. W. Thomas

(AMOUNT)	(DATE)
$ 371.11	1-14-58

final estimate of the above described
counting Division until advised by you

Gertrude Chapweske
ACCOUNTING DIVISION

ts subsequent to 10-31-56 to be assessed, except
ecords and estimates.

Claims: Claim by Armco Drainage & Metal Products, Inc., North Pacific Div., for steel pipe in amt. of $265.34.

Remarks:

Date: Jan. 15, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By Floyd Query
Floyd Query, Assistant Secretary

Warrant Mailed: JAN 21 1958 GRW.

NOTED ON CARD
em

RECEIVED
JAN 21 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 14, 1958

(CONTRACT NO.) F-302(4)	(EST. NO.)	(CONTRACTOR)	
4591	10 Final	T. W. Thomas	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
388	H201778	$ 371.11	1-14-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1956

Time Extensions: Dec. 10, 1956

Completion Date: Dec. 6, 1956

Date Accepted: Mar. 28, 1957

Penalties: Engineering costs subsequent to 10-31-56 to be assessed, except cost of final records and estimates.

Claims: Claim by Armco Drainage & Metal Products, Inc., North Pacific Div., for steel pipe in amt. of $265.34.

Remarks:

Date: Jan. 15, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
Floyd Query
By
Floyd Query, Assistant Secretary

Warrant Mailed: JAN 21 1958
Grw.

NOTED ON CARD
em

files
~~Note on card~~

RECEIVED
SEP 30 1957
FOR FILING

[illegible]

4591

September 27, 1957

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. J. P. Stapleton

Gentlemen:

Attached is acopy of a claim filed with the Secretary of State by Armco Drainage & Metal Products, Inc., against T. W. Thomas in the amount of $265.34 for steel pipe furnished on our Contract No. 4591 for grading and paving the Helman Street-Third Street Section (Ashland) of the Pacific Highway in Jackson County.

This information is furnished as your company appears as surety on the pe rformance bond furnished with thiscontract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Mansfield & Co.
302 Lewis Building
Portland 4, Oregon

T. W. Thomas
10248 N. E Holladay Street
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

FAQ:fp

NOTED ON CARD
em

ARMCO DRAINAGE & METAL PRODUCTS, INC.

NORTH PACIFIC DIVISION

P. O. B[illegible]
PORTLAND [illegible] OREGON

[illegible] S. W. Broadway Avenue
PORTLAND, OREGON

CAPITOL 8-9433

[illegible]

Secretary of State of Oregon
State Office Building
Salem, Oregon

Gentlemen:

Notice is hereby given that Armco Drainage & Metal Products, Inc. has a claim for [illegible] for steel pipe against the bond taken from the Maryland Casualty Company for Oregon State Highway Contract No. 4591 for the State Highway Construction Project at Ashland, Oregon on the north bound Pacific Highway.

The prime contractor is T. W. Thomas, 10248 N. E. Holladay, Portland 16, Oregon.

Yours very truly

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Credit Department
North Pacific Division

RJL:me

File # 3584

FILED
SEP 26 1957
MARK O. HATFIELD
SECRETARY OF STATE

NOTED ON CARD

em

RECEIVED
SEP 30 1957
FOR FILING
F 302(4)
4591

files
~~Noted on card~~

September 27, 1957

Hon. Mark O. Hatfield
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Gentlemen:

This is to acknowledge your letter of September 26 to which was attached three copies of a claim filed with your office by Armco Drainage & Metal Products, Inc., in the amount of $265.34 against T. W. Thomas on our Contract No. 4591. The claim bears your file No. 3584.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD
em

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

MARK O. HATFIELD
SECRETARY OF STATE

September 26, 1957

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Armco Drainage & Metal Products, Inc. North Pacific Division, P. O. Box 751, Portland 7, Oregon and filed as of this date, a notice of claim by Armco Drainage & Metal Products, Inc. for steel pipe, furnished in the sum of $265.34, against the bond taken T. W. Thomas, principal and the Maryland Casualty Company, surety for Oregon State Highway Contract No. 4591 for the State Highway Construction Project at Ashland, Oregon on the north bound Pacific Highway.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

MARK O. HATFIELD
Secretary of State

By Geo C Stephens
Clerk, Records Division

GS:FK
Enc.

REFERRED TO [illegible]
BY SECRETARY

[illegible]

RECEIVED
SEP 27 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
em

RECEIVED
SEP 3 - 1957
FOR FILING

[illegible]

4591

August 28, 1957

Mr. T. W. Thomas
10248 N. E. Holladay Street
Portland 16, Oregon

Dear Sir:

We have been contacted by Assistant Division Engineer Chandler, who states that you are objecting to the engineering penalty of $1,899.44 assessed against you for the Helman Street-Third Street project in Ashland, Contract No. 4591.

We must advise you that this project was constructed with federal-aid funds and that the Bureau of Public Roads would not concur in an extension of time on the project without assessment of penalty. We concur in this position due to the fact that we can find no evidence that the project was prosecuted diligently, and we feel that a schedule of operations could have been worked out with the City of Ashland wherein it could and would have cleared work areas as necessary.

With respect to the paving of the project and the delay caused by the Rogue River Paving Company, we remind you that you were the prime contractor on this project and consequently should have had control of and been responsible for your own subcontractors. You will recall that in a spirit of cooperation the Construction Division assisted in working out an agreement whereby the paving was done by the Rogue River Paving Company rather than your original subcontractor, the J. C. Compton Company, whereby the paving was actually completed in 1956 and your penalty reduced to a great degree. It is our information that the J. C. Compton Company would not have been able to pave any of the project during 1956.

A review of the preliminary and final cost figures on the job indicates a slight underrun, and a study of the individual bid items does not reveal any major overruns, except on an occasional item.

We must, therefore, reiterate our recommendation to the Bureau that the penalty is just.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

(Construction) FC:me

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. Frank Morgan

Cooper:

Records have been examined with the following results:

1. The only evidence regarding conflict with city water pipe work is on a weekly report dated August 18th: "Progress has been slow due to city work on sanitary sewer and water pipes as shown on plans. This work is being accomplished as soon as contractor has the area ready."

2. Average force on the job from April 23 to July 20 - 4 men; from July 20 to September a force of 6 to 10 men.

3. Started first grading work July 15 but equipment too small. Moved in heavy equipment July 25 and finished about August 28.

4. Rock was furnished by subcontractor and completed and stockpiled for base and asphaltic concrete on June 22.

Edwards

ARTMENT
ICE

opy of statement of over-

icates no reason for

Edwards

ards
ction Engineer

RECEIVED
AUG 20 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 23 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E30—90M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 22nd, 1957

SUBJECT:

To: Mr. Ferrest Cooper
Deputy State Highway Engineer
Office

Re the Ted Thomas claim, we attach copy of statement of overruns and underruns which very conclusively indicates no reason for complaint as to changed quantities.

Tom Edwards
Tom Edwards
Construction Engineer

TE:AR
Enc.

RECEIVED
AUG 23 1957
OFFICE OF
STATE HIGHWAY ENGINEER

STATEMENT OF OVERRUNS AND UNDERRUNS

Helman St - 3rd St (Ashland) Section
Pacific Highway
Grading, paving
Prefix: 15,1048, Contract #4591

Contractor: T W Thomas

Original Authorization:	$139,260.26				
Contract Bid Items	$118,136.90	Final Cost:	$112,681.08	Underrun	4.6%
Flagging (EWO #1)	2,000.00			Underrun	100.0%
PA #1 Remove Water Storage Tank	500.00		550.00	Overrun	10.0%
PA #2 Install Pipe Under Fill			411.00		
PA #3 Install Well Casing			101.00		
PA #4 Install Sprinkler System			740.51		
SFO #224, 238, 230 Landscape, Irrigation System	3,000.00		not completed		
SFO #252 Remove Islands, Pave			847.60		
Contingencies Engineering	5,570.41 9,902.95		15,700.61	Overrun	58.5%

EXPLANATION OF OVERRUNS AND UNDERRUNS

Helman St - 3rd St (Ashland) Section
Contract 4591, Prefix 15-1048

Item 1 Clearing and Grubbing

Contract Amount: $3,000.00 Final Cost: $3,000.00 No change

Item 2 Removal of Curbs

Contract Amount: 240.00 Final Cost: 164.18 Underrun 31.6%

Curbs shown as Type C - were Curb and Gutter.

Item 3 Removal of Curbs and Gutters

Contract Amount: 157.50 Final Cost: 298.38 Overrun 26.0%

Curbs shown as Type C - were Curb and Gutter.

Item 4 Removal of Walks

Contract Amount: 206.00 Final Cost: 181.54 Underrun 11.9%

Removed all necessary. Allowance not needed.

Item 5 Removal of Pavement

Contract Amount: 1,280.00 Final Cost: 1,191.40 Underrun 6.9%

Item 6 Removal of Driveways

Contract Amount: 105.00 Final Cost: 116.80 Overrun 11.2%

It was necessary to remove four driveways that were not shown on plans.

Item 7 Removal of Catch Basins

Contract Amount: 50.00 Final Cost: 50.00 No change

Item 8 Removal of Miscellanewus Concrete and Masonry

Contract Amount: 880.00 Final Cost: 396.00 Underrun 55.0%

The extra masonry was removed and hauled away when the houses were moved before contractor was on the job.

Item 9 Drainage Excavation, Unclassified

Contract Amount: 5,310.00 Final Cost: 5,086.39 Underrun 4.2%

Item 10 Special Borrow Excavation, Unclassified

Contract Amount: $4,560.00 Final Cost: $3,887.40 Underrun 14.8%

A general excavation cut was widened on the right between Sta 18 and 19+50 increasing the general excavation and lowering the special borrow by approximately 560 cy bringing both to within allowance.

Item 11 General Excavation, Unclassified

Contract Amount: 8,475.00 Final Cost: 8,439.53 Underrun 0.4%

Item 12 Short Overhaul

Contract Amount: 1,020.00 Final Cost: 1,260.36 Overrun 23.6%

Overrun due to excavation of unsuitable material, Sta 29 - 36.

Item 13 Long Overhaul

Contract Amount: 140.00 Final Cost: 157.15 Overrun 12.3%

Overrun due to excavation of unsuitable material, Sta 29 - 36.

Item 14 Furnishing and placing Topsoil

Contract Amount: 245.00 Final Cost: 1,470.00 Overrun 500.0%

Area to be filled at the depth specified required 380 cy; 40 cy were placed on the Church St approach at the request of the Landscape Department. Bid quantity was for 70 cy.

Item 15 Finishing Roadbed and Slopes

Contract Amount: 408.00 Final Cost: 408.00 No change

Item 16 Cement Rubble Masonry

Contract Amount: 1,000.00 Final Cost: 218.50 Underrun 78.2%

Constructed all shown on plans. Used all necessary.

Item17 12" Corrugated Metal Pipe

Contract Amount: 167.40 Final Cost: 105.40 Underrun 37.0%

Area to which this pipe leads was filled in after location made making less pipe necessary.

Item 18 8" Perforated Metal Drain Pipe, Uncoated

Contract Amount: 1,680.00 Final Cost: 3,906.00 Overrun 132.5%

Used necessary drain pipe to correct springy condition found on construction.

Item 19 Special Backfill in Drains

Contract Amount: $315.00 Final Cost: $1,746.00 Overrun 454.8%

Used necessary backfill to take care of 1060 lin ft of extra drain pipe and springy conditions.

Item 20 1¼" Galvanized Water Pipe

Contract Amount: 72.00 Final Cost: 63.00 Underrun 12.5%

Used all necessary. Allowance not needed.

Item 21 1½" Galvanized Water Pipe

Contract Amount: 220.00 Final Cost: 164.00 Underrun 25.5%

Due to relocated water main at Sta 29 less pipe was needed.

Item 22 8" Sewer Pipe

Contract Amount: 1,404.00 Final Cost: 1,440.40 Overrun 2.6%

Item 23 12" Sewer Pipe

Contract Amount: 1,311.00 Final Cost: 1,128.60 Underrun 13.9%

Installed as per plans; used all necessary.

Item 24 15" Sewer Pipe

Contract Amount: 1,430.00 Final Cost: 1,266.20 Underrun 11.5%

Installed as per plans; used all necessary.

Item 25 18" Sewer Pipe

Contract Amount: 6,588.00 Final Cost: 5,695.20 Underrun 13.6%

Installed as per plans; used all necessary.

Item 26 Extra for Pipe Under Pavement

Contract Amount: 1,050.00 Final Cost: 766.50 Underrun 27.0%

Pavement was removed at two intersections (Sta 28+35 and 33+15) where total of 63 ft was shown and pavement removal was already paid.

Item 27 Concrete Manholes

Contract Amount: 2,600.00 Final Cost: 2,600.00 No change

Item 28 Concrete Catch Basins

Contract Amount: 1,750.00 Final Cost: 1,820.00 Overrun 4.0%

Item 29 Special Concrete Catch Basins

Contract Amount: 150.00 Final Cost: 150.00 No change

Item 30 Adjustment of Manholes

Contract Amount: 60.00 Final Cost: 00 Underrun 100.00%

Grade of manhole was such that it was not necessary to adjust. Allowance of one not needed.

Item 31 Adjustment of Lampholes

Contract Amount: 40.00 Final Cost: 40.00 No change

Item 32 1¼" Electrical Conduit

Contract Amount: 209.00 Final Cost: 341.05 Overrun 63.2%

68.5 lin ft of extra conduit was installed at the request of the Sign Department.

Item33 Concrete Curbs

Contract Amount: 8,160.00 Final Cost: 9,160.80 Overrun 12.3%

More curbs required to meet existing streets. More curbs required due to island change at Sta 38.

Item 34 Concrete Driveways

Contract Amount: 2,200.00 Final Cost: 3,419.46 Overrun 55.4%

Right of way obligations increased number of driveways.

Item 35 Concrete Walks

Contract Amount: 5,376.00 Final Cost: 5,034.62 Underrun 6.4%

Item 36 Concrete in Islands

Contract Amount: 2,100.00 Final Cost: 1,751.40 Underrun 16.6%

Constructed as per plans. Used all required.

Item 37 Coarse Crushed Material in Base

Contract Amount: 15,950.00 Final Cost: 14,979.25 Underrun 6.1%

'Explanation, Overruns & Underruns - Helman St - 3rd St (Ash), Cont 4591 - page 5)

Item 38 3/4"-0 Material in Base

Contract Amount: $2,958.00 Final Cost: $1,969.10 Underrun 33.4%

Course base was tight and hard. All necessary material was used to bring 3/4 base to grade.

Item 39 Sprinkling

Contract Amount: 840.00 Final Cost: 797.65 Underrun 5.0%

Item 40 Preparation of Base

Contract Amount: 510.00 Final Cost: 510.00 No change

Item 41 3/4"-0 Material in Binder Course

Contract Amount: 640.00 Final Cost: 520.00 Underrun 21.9%

Special Provisions provided for a spread of from .006 to .012 cy per sq yd. The contract amount was [illegible] figured on the maximum which was not needed to obtain the desired cover.

Item 42 RC-3 Asphalt in Binder Course

Contract Amount: 1,500.00 Final Cost: 1,102.00 Underrun 26.5%

Special Provisions specify 0.25 to 0.50 gal per sq yd. The original amount was figured on 0.50 spread. Spread from 0.42 to 0.45 was used which was within specifications.

Item 43 Class "B" Asphaltic Concrete

Contract Amount: 30,000.00 Final Cost: 25,878.12 Underrun 13.7%

Used all material necessary to get designated thickness.

Item 44 RS-1 Asphalt

Contract Amount: 500.00 Final Cost: 00 Underrun 100.0%

Due to unsettled weather conditions and time of year, the contractor used (at his expense) a fog coat of 85-100.

Item 45 RS-2 Asphalt in Pavement Seal

Contract Amount: 800.00 Final Cost: 00 Underrun 100.0%

Pavement was not sealed

Item 46 Aggregate in Pavement Seal

Contract Amount: 480.00 Final Cost: 00 Underrun 100.0%

Pavement was not sealed.

RECEIVED
MAY 20 1957
FOR FILING
F- [illegible]

4591

May 20, 1957

CERTIFIED MAIL

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

State Highway Contract No. 4591 for work performed on the Helman St.-3rd St. (Ashland) Section of the Pacific Highway in Jackson County, was completed by the contractor, T. W. Thomas, on Dec. 6, 1956 and was formally accepted by the Highway Commission on Mar. 28, 1957.

Final payment in the amount of $371.11 will be released to the contractor on or after May 30, 1957. The total contract amount is $111,423.10, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatified, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cm

cc: Mansfield & Co.,
302 Lewis Bldg.
Portland 4, Oregon

RECEIVED
MAR 12 1957
FOR FILING

F-3. 2(4)

4591

March 8, 1957

Mr. T. W. Thomas
10248 N. E. Holladay St.
Portland, Oregon

Dear Sir:

The State Highway Commission at its meeting held on February 28 and March 1 had under discussion your request for an extension of time from October 31, 1956 to December 10, 1956 within which to complete your contract No. 4591, covering the Helman St.-3rd St. (ashland) Section of the Pacific Highway in Jackson County.

The Highway Commission granted your request for an extension of time to December 10, 1956 with the provision that the engineering costs subsequent to October 31, 1956 be assessed. The cost for the preparation of final records and estimates will not be included in the assessment, however. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Morgan,
Division Engineer

Dean Hicks,
Resident Engineer

Tom Edwards,
Construction Engineer

RECEIVED
FEB 5 1957
FOR FILING

[illegible]
4571

February 4, 1957

Request for extension of time
No. 2
February 28 and March 1 meeting

Oregon State Highway Commission

Gentlemen:

T. [illegible] Thomas, contractor on the Helman Street-3rd Street project in Ashland, Contract No. 4491, has requested a time extension from October 31, 1956 to December 10, 1956 for completion of the work.

Investigation discloses that this project was not vigorously prosecuted and that many complaints were received by residents of Ashland concerning the slowness of the contractor. If the contractor had properly planned and prosecuted his work he could have easily finished within the time allotted.

It is, therefore, my recommendation that we assess against the contractor the penalty for the engineering work subsequent to October 31, 1956, with the exception of preparation of final records and estimates, which should not properly be made a part of the penalty.

The estimated amount of the overrun is $2,4[illegible]3.62.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.
cc Mr. Tom Edwards
Mr. S. H. Probert

FC:me hi

RECEIVED
JAN 24 1957
FOR FILING
302 (4)
4591

January 24, 1957

CERTIFIED MAIL

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to T. W. Thomas in connection with contract No. 4591, covering the Helman St.-3rd St. (Ashland) Section of the Pacific Highway in Jackson County. This payment in the amount of $6,901.78 will be released to the contractor on or after February 4, 1957. The retained percentage is $3,434.60.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co.
1975 S. W. Fifth Ave.
Portland 1, Oregon

NOTED ON CARD

RECEIVED
DEC 20 1956
FOR FILING

F-302 (4)

4591

December 19, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Helman Street-3rd Street (Ashland), Contract No. 4591, Oregon F-302 (4), from October 31, 1956 to December 10, 1956 to T. W. Thomas, contractor.

The extremely wet spring delayed the starting of this project for approximately four months, and the addition of some extra work complicated the completion to a certain extent. While the contractor did not prosecute the job to the best of his ability, we did not suffer additional costs, and I would recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc to: Tom Edwards

RECEIVED
DEC 11 1956
FOR FILING

F-302(4)

4591

December 10, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 6, 1956, on Contract No. 4591, Helman St.-3rd St. (Ashland) Section, in Jackson County, in connection with Federal Aid Project No. F-302(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC: Clarence G. Swanson

DEP:lmr

Form E-1—10M—6-56

F 302(4)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 7 Dec 56, 19

Section Helman St - 3rd St (Ashland)

Kind of work grading, paving

Highway Pacific (Northbound)

Section prefix 15-1048

Contractor T W Thomas

Contract number 4591

Date of contract 3 Jan 56, 19

Date of completion 31 Oct 56, 19

Date work started 23 Apr 56, 19

Estimated date of completion, 19

Project authorization $ 139,260.26

Exclusive of Engineering $ 129,357.31

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 122,337.14

Estimated per cent overrun or underrun underrun 5.4 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 9902.95

Engineering cost to date $ 15,040, 152 %

Date project was completed 6 December 1956 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The sprinkler system on PA #4 was completed on Wednesday.

Top soil placement was completed on Wednesday and final clean-up on Thursday.

L R Chandler, Asst Div Engr, was in the area on Wednesday and went over the job.

This a final report.

Noted
M. N. Juve

NOTED

NOTED
L. H. Young

NOTED
D. J. BARBEE

RECEIVED
DEC 10 1956
OFFICE OF
CONSTRUCTION ENGINEER

Signed Walter W Hicks
Res Engr

Address Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own use.

NOTED
V. D. WOLFE

State Printing [illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.51	0.51			0.51
Miles partially completed	0.51	0.51			0.51
Miles completed	0.51	0.51			0.51
Total estimated quantities (contract)	16,100 cy	6,820 cy			4,000 ton
Total quantities corrected to date	14,700 cy	6,250 cy			3,450 ton
Estimated quantities moved or placed to date	14,700 cy	6,250 cy			3450.416 ton
Average daily quantities	0	0			0
Average daily quantities necessary to complete project on time	0	0			••
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	6				

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers .... pickup 1; truck 1; loader 1 ....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fog		
Tuesday	fog		
Wednesday	snow		
Thursday	snow		
Friday	overcast		
Saturday			

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NOV 2 1956
FOR FILING

FORM E-30X

4591

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 1, 1956

SUBJECT:

To:
Mr. Frank Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

The subcontract between T. W. Thomas and the Rogue River Paving Company, covering Items 40, 42, 44 and 45, and the placing only of Items 41, 43 and 46, on the Helman St.-3rd Street, Contract No. 4591, Oregon F-302 (4) is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: Forrest Cooper ✓
C. G. Polk (2)

NOTED
FORREST COOPER

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NOV 2 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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SEP 18 1956
FOR FILING
[illegible]
4591

September 17, 1956

Honorable Elmo E. Smith
Governor of Oregon
Capitol Building
Salem, Oregon

Dear Governor Smith:

This is written in response to your letter of September 12 regarding the project which the Highway Department is constructing in Ashland.

The job was initiated by the City of Ashland and is for the purpose of providing a one-way street couplet through the main business district of the town, and the contract was awarded to T. W. Thomas on January 3, 1956, with a specified completion date of October 31, 1956. Work was actually started by the contractor April 23, 1956 and has been prosecuted fairly continuously ever since, with the exception of some delays due to waiting for the City of Ashland to install some new water mains. The project is now about 60 per cent complete, computed on a cost basis. The additional items remaining to be done, which consist largely of surfacing and paving, can be completed much more quickly from a time standpoint than the clearing, grading, and other miscellaneous items, which are now largely completed. The contractor had made arrangements with the J. C. Compton Company of McMinnville to do his paving work; however, it now appears that the J. C. Compton Company will be unable to do the work in the immediate future; therefore, we have instructed Mr. Thomas to attempt to make other arrangements for the paving. If he is successful in this, the project will be completed within the specified time limit.

The work has caused virtually no inconvenience to the general traveling public, as it is off the present route of US99 through Ashland. There have, of course, been inconvenience and disruptions to businesses conducted along the route. This is almost inevitable on any project.

A study of the reports covering the day-to-day progress on the job indicates that Mr. Thomas, the contractor, has been somewhat slow in prosecuting the job, due primarily to the fact that he is a small contractor with limited facilities. He has done several jobs for the State of Oregon as a prime contractor, and all of his work has been of a satisfactory nature. He is a hard-working and conscientious small contractor who does a good job; therefore, the Highway Commission would not be in a position to discriminate against him.

Under the contract that Mr. Thomas has with the Highway Commission he is given a certain specified time in which to complete the work, which is the common practice for handling highway construction, as it is not feasible to attempt to spell out when certain features of the work will be completed. The problem of completing contracts on schedule and completing work on time has been one of the most difficult for highway people to resolve in this and other jurisdictions. I am told that it also is troublesome in other branches of the building industry. In order to provide a penalty for noncompletion of work on scheduled time, a provision was included in our contracts for many years whereby, if there were no extenuating circumstances, a contractor could be charged excess engineering after the expiration date stated in his contract. As time went on, this provision became more and more difficult of enforcement, with a consequent increase in time overruns.

After carefully studying the matter for a considerable period of time, the Commission, early in 1956, adopted a policy calling for fixed and liquidated damages for noncompletion of work. Our contracts are now written on this basis, and, while it will not be a panacea, we do feel that we will be in a better position to enforce completion dates or to collect damages in the event the contractors are dilatory.

I hope this explains the situation to you; however, if you have any questions or if there is anything that you feel we should do, please let us know.

While I cannot say definitely at this time that the contract will be finished on schedule, there is a good possibility that it will, and we are doing every reasonable thing to see that it is.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper

FC:me hi

Helman st. - 3rd st. (Ashland)

T. W. Thomas, Contractor - Contract 4591

Bids taken	11-4-55
Contract Awarded	1-3-56
Specified Completion	10-31-56
Work started	4-23-56

Contractor started clearing April 23 -- Completed May 12. Started May 14 excavating for and laying storm sewers - Completed storm sewer work Aug 11.

Started Crushing Rock May 21 - Completed crushing and stockpiling base Rock and A.C. Aggregate June 22. Subcontract

Started first grading work July 15, but equipment too small. Moved in heavy equipment July 25 and finished about Aug 28th.

Started setting curb forms Sept 6. Estimates 3 weeks to complete - Base rock is being placed as fast as sub grade is ~~[illegible]~~ prepared. Binder probably will start being placed about Oct 1.

Check of the weather reveals only 8 day during the period when work might have been delayed.

Average force on the Job from April 23 until July 20 - 4 Men From July 20 to date the force has varied from 6 to 10 Men.

If only Binder course is placed this fall, The project probably can not be completed before June 15, 1957

ELMO SMITH
GOVERNOR

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

September 12, 1956

Mr. W. C. Williams
State Highway Engineer
Highway Building
Salem, Oregon

Dear Mr. Williams:

On August 28th I forwarded to you a copy of a letter from Mr. Harold Arney, which was concerned with the northbound couplet for US 99 in downtown Ashland.

I am now in receipt of a letter from Graham Dean, Publisher of the Ashland Daily Tidings, reiterating the facts that the contractor was about sixty days late in getting on the job, that the end of the paving season is close at hand, and progress has been slow, two local businesses have been severely penalized by the slowness of the contractor.

Presuming these facts, this situation reflects no credit on the contractor and certainly raises a question on the supervisory responsibility of the State Highway Commission.

I will appreciate an immediate report covering this situation.

Sincerely yours,

Elmo Smith

Governor

ES:L

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SEP 13 1956
OFFICE OF
STATE HIGHWAY ENGINEER

A

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OCT 15 1956
FOR FILING

F-30 (d)

4591

September 12, 1956

4591

Honorable Elmo E. Smith
Governor of Oregon
Capitol Building
Salem, Oregon

Dear Governor Smith:

In response to your request, I have had an investigation made of the matter brought up in Mr. Arny's recent letter to you re highway construction in Ashland.

I find that there has been some inconvenience and disruption, but that conditions are now improving and in the not too distant future, the street should be opened for traffic.

Our staff people contacted Mr. Arny and found that he was very reasonable and did not feel too strongly about the matter.

I am attaching a suggested rough draft of a letter to Mr. Arny for your consideration.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

Attach.

FC:fn

cc Mr. W. C. Williams

A

RECEIVED
OCT 15 1956
FOR FILING

F-3[illegible](4)

4591

September 12, 1956

22

4591

Honorable Elmo E. Smith
Governor of Oregon
Capitol Building
Salem, Oregon

Dear Governor Smith:

In response to your request, I have had an investigation made of the matter brought up in Mr. Arny's recent letter to you re highway construction in Ashland.

I find that there has been some inconvenience and disruption, but that conditions are now improving and in the not too distant future, the street should be opened for traffic.

Our staff people contacted Mr. Arny and found that he was very reasonable and did not feel too strongly about the matter.

I am attaching a suggested rough draft of a letter to Mr. Arny for your consideration.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

Attach.

FC:fn

cc Mr. W. C. Williams

SUGGESTED ROUGH DRAFT

Mr. Harold Arney
180 C Street
Ashland, Oregon

Dear Harold:

On August 28, 1956, I wrote to you in response to your earlier letter which referred to the problem that you are experiencing as a result of highway construction in front of your market in Ashland. As stated in my letter, I discussed the matter with Mr. W. C. Williams, State Highway Engineer, and asked him to make an investigation and report so that I would be informed. Mr. Williams sent two members of his staff, Mr. L. H. Young, Assistant Construction Engineer, and Mr. F. D. Morgan, Division Engineer, to Ashland, and I am told that they called upon you and discussed your problem.

As your store is located on the northbound route of the new one-way street system in Ashland and as it was necessary to make extensive improvements on this street to accommodate a much heavier volume of traffic, there have been regrettable disruptions to your business. In all projects of this nature, there is always some inconvenience to merchants and property owners during certain phases of construction. I have asked the State Highway Engineer to take all reasonable measures to assure that such inconveniences be held to a minimum. Mr. Williams advises me that the situation should become successively better as the work progresses. When the street is opened for traffic, it would appear that you would enjoy the benefit of an additional flow of traffic by your business.

I wish to thank you for calling this matter to my attention, and I want you to know that I sincerely regret any inconvenience or disruption caused by operations of any of the state agencies and wish to do everything possible to minimize such conditions. I appreciate your patience in this matter.

Sincerely yours,

FC:fn

ASSIGNMENT

Date: August 31, 1956 No. 25 By Fc

Description: Letter m (undated) by Harold Arney, Ashland, to Governor Smith, regarding work being done in front of the Drive-in Market. Copy of the Governor's acknowledgment attached.

Acknowledged by_____ Referred to Edwards

- ☐ Investigate and report with recommendation
- ☐ Such action as necessary and report
- ☐ Comment or recommendation
- ☐ Return with rough draft of reply
- ☐ Prepare reply for signature of Mr.________
- ☐ Contact correspondent and report

Remarks: Please investigate immediately and give me a xxfg suggested draft of a letter to the Governor. Please expedite.

PLEASE RETURN TO
FORREST COOPER

F.C.

Executed 9-12-56 Report Received_________

---

ppreciate your
m on this

ve Department

6

writing me as you did regarding the
d in front of your store.

ot have any information on this matter
that the piece of road to which you
te highway system, and I shall make it
uation with Mr. W. C. Williams, State
irst opportunity. As soon as Mr. Williams
can check into the problem you describe, I shall report to you
further.

Best regards.

Sincerely yours,

Governor

ES:m

NOTED
L. H. Young

RECEIVED
9 1956
OFFICE OF
STATE HIGHWAY ENGINEER

COPY

Mr. Williams:

The Governor will appreciate your providing him with a memorandum on this matter.

Executive Department

8/28/56

Ashland, Oregon

Dear Harold:

I appreciate your writing me as you did regarding the work being done on the road in front of your store.

Of course, I do not have any information on this matter at hand, but I am assuming that the piece of road to which you refer is a part of the state highway system, and I shall make it a point to discuss the situation with Mr. W. C. Williams, State Highway Engineer, at the first opportunity. As soon as Mr. Williams can check into the problem you describe, I shall report to you further.

Best regards.

Sincerely yours,

Governor

NOTED
Li H. Young

ES:m

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29 1956
OFFICE OF
STATE HIGHWAY ENGINEER

COPY

1859

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

ELMO SMITH
GOVERNOR

August 28, 1956

Mr. Harold Arney
180 C Street
Ashland, Oregon

Dear Harold:

I appreciate your writing me as you did regarding the work being done on the road in front of your store.

Of course, I do not have any information on this matter at hand, but I am assuming that the piece of road to which you refer is a part of the state highway system, and I shall make it a point to discuss the situation with Mr. W. C. Williams, State Highway Engineer, at the first opportunity. As soon as Mr. Williams can check into the problem you describe, I shall report to you further.

Best regards.

Sincerely yours,

Governor

NOTED
L. H. Young

ESim

RECEIVED
AUG 29 1956
OFFICE OF
STATE HIGHWAY ENGINEER

COPY

Harold Carey
Drive In Mkt.
Oakland
Ore.

Dear Elmer
I sure hate to
bother [illegible]
this [illegible] knowing
you're very busy
But I need
some information
I am depending on and
I don't know
where else to turn.
Briefly here it is.
There is a contractor
([redacted] by name)
who is building
a six block
piece of state
road in front
of our store. ✓

I maintain as
long as any one
else will learn
the [illegible]
abnormal [illegible].
This opinion of
course is mine
and the contention
may lie.
However there
is one fact that
does stand out.
If the Union
throw a crew in
here and finish
it before winter
we will be forced
to close. It is not
a pleasant thing
to see a fine

little business
closed when
just a little
extra effort
and expense on
their part could
do so much.
Of course I have
been to see a
lawyer long
before I wrote
this.
He told me simply
I had no redress
whatsoever.
Mr. Hamby the
man in the
grocery part was
told the same
by another lawyer.

I don't expect
your personal
aid / Elmo.
I would like
to know some
official of the
State to ask
that would look
into it.
I realize the
law is the law:
but there is also
the matter of justice.
This road has
been torn up
in front of our
market for
six weeks.
It is dug down
three feet deep

They have simply left it that way with perhaps three men workin. We ask them for information and they either laugh or become vague.

Now my real worry is this. It will soon start raining and when it does I will simply have to quit as my customers simply must avoid the mud and inconvenience.

So if you can
take time to
check this and
tell me if there
is someone who
could just read
this man a
little I'll be
eternally
grateful.
Thank you very
much.
Harold Arney
Prine Inv. M.H.A.
180 "C" St.
Ashland
Ore.

4591

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 6, 1956

SUBJECT: Helman Street-3rd Street,
Ashland
Pacific Highway
Contract No. 4591

To:

Mr. Frank Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Reference is made to Density Determination of Soils taken August 27, 1956, showing that the top foot of the subgrade on an embankment was 90 percent (Station 11+40) and 87 percent (Station 16+00) when 95 percent relative density is specified.

It may be that these tests were taken as progress information for the contractor. The subgrade moisture, however, at the time of test was 4 to 5 percent below the optimum moisture required for compaction. It is suggested that moisture be added to the subgrade soils for further compaction and additional density tests be made to confirm the existence of a suitable relative density in the top foot of the embankment subgrade.

Will you please instruct the resident engineer to have the contractor (1) condition the top foot or so of the embankment so that acceptable compaction can be obtained, (2) compact the embankment subgrade zone, and (3) have further relative density tests run to confirm the compaction.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY-WCH:je

cc Forrest Cooper ✓
Ray Webber

NOTED
FORREST COOPER

RECEIVED
SEP 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 5 1956
FOR FILING

FORM E-90X—60M—11-55—00823

F-302 (4)

4-91

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 29, 1956

SUBJECT: Helman St.-Third St.
Ashland Section
Pacific Highway
Contract No. 4591

To:

~~Mr. Tom Edwards~~
~~Division Engineer~~
~~State Highway~~ Department
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Reference is made to Laboratory Report No. 392877, dated June 25, 1956 showing an excess of 11.7 percent retained on the ¼-inch screen for the ¼"-#10 seal aggregate coat being produced on June 22, 1956.

This material is too coarse and cannot be accepted. If the material is being placed in a stockpile, it is suggested that the stockpile be thoroughly sampled and a representative sample forwarded to the testing laboratory for test. A field screening test is also suggested to determine acceptable or unacceptable material.

Will you please have the resident engineer resubmit samples of the seal coat aggregate marked clearly that they represent corrected aggregate.

Forrest Cooper
Construction Engineer

By L. H. Young

L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
JUL 3 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 14 1956
FOR FILING

FORM 2-20X—50M—11-55—80225

F 302 (4)
4591

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1956

NOTED
W. C. WILLIAMS

SUBJECT:

To:
Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

The subcontract between T. W. Thomas and M. C. Lininger & Sons, covering the furnishing only of the materials in Items 37, 38, 41, 43 and 46, on the Helman Street-3rd Street (Ashland) Contract No. 4591, Oregon F-302 (4) is approved, and you may so inform the interested parties.

Five copies of the subcontract are returned herewith for distribution.

Forrest Cooper
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
JUN 14 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 26 1956
FOR FILING

F 302(4)
4591

April 24, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 23, 1956 on Contract No. 4591, Helman Street-3rd Street (Ashland) Section in Jackson County, in connection with Federal Aid Project No. F-302(4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:sh

Form PR 2 (Revised 1950)

RECEIVED
MAY 1 - 1956
FOR FILING

F-302(4)
4591

State Oregon
Project No. F-302(4)
CPRB-1983

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 23rd day of April, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of September, 1955, a program, which was approved on the 18th day of October, 1955, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 19th day of October, 1955, and the sum of one hundred thirty-one thousand and 00/100 dollars ($131,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT STA DISPOSAL OF THE HIGHWAY COS ARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 8+67.68 and 38+00.30 in Ashland,

, length 0.555 miles, in Jackson County,

being Oregon project No. F-302(4), consisting of 0.507 miles of

roadway and one bridges of more than 20 feet clear span, 0.048 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

one hundred thirty-one thousand and 00/100

dollars ($131,000.00), which does not exceed the authorized Federal pro rata share of

two hundred twelve thousand, eight hundred twenty-eight and 99/100

dollars ($212,828.99), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By W H McAfee
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:
W H Steffels
Assistant STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,
By
Division Engineer,
Bureau of Public Roads.

Oregon State Highway Department

Federal Aid Project
No. F-302(4)

HELMAN STREET-3rd STREET (ASHLAND) SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code 6201
Roadway (Sta. 8+67.68 to Sta. 38+00.30)(Contract No. 4591)

All Required	Clearing and Grubbing		$ 3,000.00
1,600 lin. ft.	Removal of Curbs	$ 0.15	240.00
630 lin. ft.	Removal of Curbs and Gutters	0.25	157.50
1,030 sq. yds.	Removal of Walks	0.20	206.00
3,200 sq. yds.	Removal of Pavement	0.40	1,280.00
210 sq. yds.	Removal of Driveways	0.50	105.00
2 only	Removal of Catch Basins	25.00	50.00
44 cu. yds.	Removal of Misc. Concrete & Masonry	20.00	880.00
1,800 cu. yds.	Drainage Excavation, Unclassified	2.95	5,310.00
4,800 cu. yds.	Special Borrow Excavation, Unclassified	0.95	4,560.00
11,300 cu. yds.	General Excavation, Unclassified	0.75	8,475.00
34,000 yd.sta.	Short Overhaul	0.03	1,020.00
280 C-yd. sta.	Long Overhaul	0.50	140.00
70 cu. yds.	Furnishing and Placing Topsoil	3.50	245.00
0.51 mile	Finishing Roadbed and Slopes	800.00	408.00
40 cu. yds.	Cement Rubble Masonry	25.00	1,000.00
54 lin. ft.	12-inch Corrugated Metal Pipe	3.10	167.40
800 lin. ft.	8-inch Perforated Metal Drain Pipe	2.10	1,680.00
70 cu. yds.	Special Backfill in Drains	4.50	315.00
40 lin. ft.	1¼-inch Galvanized Water Pipe	1.80	72.00
110 lin. ft.	1½-inch Galvanized Water Pipe	2.00	220.00
1,080 lin. ft.	8-inch Sewer Pipe	1.30	1,404.00
690 lin. ft.	12-inch Sewer Pipe	1.90	1,311.00
550 lin. ft.	15-inch Sewer Pipe	2.60	1,430.00
1,830 lin. ft.	18-inch Sewer Pipe	3.60	6,588.00
300 lin. ft.	Extra for Pipe Under Pavement	3.50	1,050.00
10 only	Concrete Manholes	260.00	2,600.00
25 only	Concrete Catch Basins	70.00	1,750.00
1 only	Special Concrete Catch Basins	150.00	150.00
2 only	Adjustment of Manholes	30.00	60.00
2 only	Adjustment of Lampholes	20.00	40.00
110 lin. ft.	1½-inch Electrical Conduit	1.90	209.00
170 cu. yds.	Concrete Curbs	48.00	8,160.00
400 sq. yds.	Concrete Driveways	5.50	2,200.00
1,280 sq. yds.	Concrete Walks	4.20	5,376.00
50 cu. yds.	Concrete in Islands	42.00	2,100.00
5,800 cu. yds.	Coarse Crushed Material in Base	2.75	15,950.00
1,020 cu. yds.	3/4" - 0 Material in Base	2.90	2,958.00
240 M-gals.	Sprinkling	3.50	840.00

0.51 mile	Preparation of Base	$1,000.00	$ 510.00
160 cu. yds.	3/4" - 0 Material in Binder Course	4.00	640.00
30 tons	RC-3 Asphalt in Binder Course	50.00	1,500.00
4,000 tons	Class "B" Asphaltic Concrete	7.50	30,000.00
10 tons	RS-1 Asphalt	50.00	500.00
16 tons	RS-2 Asphalt in Pavement Seal	50.00	800.00
80 cu. yds.	Aggregates in Pavement Seal	6.00	480.00
			$118,136.90

Ashland Creek Crossing (Newbury Approach Road Str.)(Contract No. 4607)

130 cu. yds.	Structural Excavation	$ 20.00	$ 2,600.00
67 cu. yds.	Class "A" Concrete	58.00	3,886.00
10,300 lbs.	Metal Reinforcement	0.115	1,184.50
			$ 7,670.50
All Required	Flagging (57½% of Contractors Cost)		2,000.00
	Subtotal		$127,807.40
	10% Engr. & Cont.		12,780.74
	Total		$140,588.14

Length of Roadway 0.507 mile
Cost of Roadway per mile $277,294.16

Type Code XL21
Ashland Creek Bridge (Sta. 11+55 to Sta. 14+11)(Contract No. 4607)

490 cu. yds.	Structural Excavation	$ 8.00	$ 3,920.00
684 cu. yds.	Class "A" Concrete	58.00	39,672.00
141,700 lbs.	Metal Reinforcement	0.115	16,295.50
526 lin. ft.	Metal Rail	11.00	5,786.00
	Subtotal		$ 65,673.50
	10% Engr. & Cont.		6,567.35
	Total		$ 72,240.85

Length of Structure 0.048 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$140,588.14	$ 86,534.00	$54,054.14
Structure	72,240.85	44,466.00	27,774.85
	$212,828.99	$131,000.00	$81,828.99

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-302(4)

HELLMAN STREET-3RD STREET (ASHLAND) SECTION
OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Oct. 18, 1955

Type Code 6201
Roadway (Sta. 8+67.68 to Sta. 38+00.30)

All Required	Clearing and Grubbing	$	$ 3,500.00
1,600 lin. ft.	Removal of Curbs	0.30	480.00
630 lin. ft.	Removal of Curbs and Gutters	0.35	220.50
1,030 sq. yds.	Removal of Walks	0.40	412.00
3,200 sq. yds.	Removal of Pavement	0.45	1,440.00
210 sq. yds.	Removal of Driveways	0.45	94.50
2 only	Removal of Catch Basins	25.00	50.00
44 cu. yds.	Removal of Misc. Concrete and Masonry	10.00	440.00
1,800 cu. yds.	Drainage Excavation, Unclassified	3.00	5,400.00
4,800 cu. yds.	Special Borrow Excavation, Unclassified	0.70	3,360.00
11,300 cu. yds.	General Excavation, Unclassified	0.75	8,475.00
34,000 yd. sta.	Short Overhaul	0.02	680.00
280 C-yd.sta.	Long Overhaul	0.50	140.00
70 cu. yds.	Furnishing and Placing Topsoil	2.00	140.00
0.51 mile	Finishing Roadbed and Slopes	750.00	382.50
40 cu. yds.	Cement Rubble Masonry	40.00	1,600.00
54 lin. ft.	12-inch Corrugated Metal Pipe	3.25	175.50
800 lin. ft.	8-inch Perforated Metal Drain Pipe	2.25	1,800.00
70 cu. yds.	Special Backfill in Drains	5.00	350.00
40 lin. ft.	1¼-inch Galvanised Water Pipe	0.75	30.00
110 lin. ft.	1½-inch Galvanised Water Pipe	0.90	99.00
1,080 lin. ft.	8-inch Sewer Pipe	1.40	1,512.00
690 lin. ft.	12-inch Sewer Pipe	2.25	1,552.50
550 lin. ft.	15-inch Sewer Pipe	3.00	1,650.00
1,830 lin. ft.	18-inch Sewer Pipe	3.50	6,405.00
300 lin. ft.	Extra for Pipe Under Pavement	2.00	600.00
10 only	Concrete Manholes	250.00	2,500.00
25 only	Concrete Catch Basins	75.00	1,875.00
1 only	Special Concrete Catch Basins	100.00	100.00
2 only	Adjustment of Manholes	50.00	100.00
2 only	Adjustment of Lampholes	25.00	50.00
110 lin. ft.	1¼-inch Electrical Conduit	1.50	165.00
170 cu. yds.	Concrete Curbs	45.00	7,650.00
400 sq. yds.	Concrete Driveways	4.00	1,600.00
1,280 sq. yds.	Concrete Walks	3.00	3,840.00
50 cu. yds.	Concrete in Islands	45.00	2,250.00
5,800 cu. yds.	Coarse Crushed Material in Base	2.50	14,500.00
1,020 cu. yds.	3/4" - 0 Material in Base	3.00	3,060.00
240 M-gal.	Sprinkling	3.00	720.00

0.51 mile	Preparation of Base	$300.00	$ 153.00
160 cu. yds.	3/4" - 0 Material in Binder Course	4.00	640.00
30 tons	RC-3 Asphalt in Binder Course	50.00	1,500.00
4,000 tons	Class "B" Asphaltic Concrete	7.00	28,000.00
10 tons	RS-1 Asphalt	50.00	500.00
16 tons	RS-2 Asphalt in Pavement Seal	50.00	800.00
80 cu. yds.	Aggregates in Pavement Seal	5.00	400.00
			$111,391.50
All Required	Flagging (57.5% of Contractor's Cost)		2,000.00
	Subtotal		$113,391.50
	10% Engr. & Cont.		11,339.15
	Total		$124,730.65

Length of Roadway	0.507 Mile
Length of 1 Structure	0.048 Mile
Total Length	0.555 Mile
Cost of Roadway Per Mile	$246,017.06

Federal Funds..	$ 77,000.00
State Funds..	47,730.65
	$124,730.65

Oregon State Highway Department

Federal Aid
Project No. F-302(4)

HELMAN STREET-3RD STREET (ASHLAND) SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement)

Salem, Oregon, January 10, 1956

Type Code 6201
Roadway (Sta. 8+67.68 to Sta. 38+00.30) (Contract 4591)

All Required	Clearing and Grubbing	$	$ 3,000.00
1,600 lin. ft.	Removal of Curbs	0.15	240.00
630 lin. ft.	Removal of Curbs and Gutters	0.25	157.50
1,030 sq. yds.	Removal of Walks	0.20	206.00
3,200 sq. yds.	Removal of Pavement	0.40	1,280.00
210 sq. yds.	Removal of Driveways	0.50	105.00
2 only	Removal of Catch Basins	25.00	50.00
44 cu. yds.	Removal of Misc. Concrete & Masonry	20.00	880.00
1,800 cu. yds.	Drainage Excavation, Unclassified	2.95	5,310.00
4,800 cu. yds.	Special Borrow Excavation, Unclassified	0.95	4,560.00
11,300 cu. yds.	General Excavation, Unclassified	0.75	8,475.00
34,000 yd.sta.	Short Overhaul	0.03	1,020.00
280 C-yd.sta.	Long Overhaul	0.50	140.00
70 cu. yds.	Furnishing and Placing Topsoil	3.50	245.00
0.51 mile	Finishing Roadbed and Slopes	800.00	408.00
40 cu. yds.	Cement Rubble Masonry	25.00	1,000.00
54 lin. ft.	12 Inch Corrugated Metal Pipe	3.10	167.40
800 lin. ft.	8 Inch Perforated Metal Drain Pipe	2.10	1,680.00
70 cu. yds.	Special Backfill in Drains	4.50	315.00
40 lin. ft.	1¼ Inch Galvanized Water Pipe	1.80	72.00
110 lin. ft.	1½ Inch Galvanized Water Pipe	2.00	220.00
1,080 lin. ft.	8 Inch Sewer Pipe	1.30	1,404.00
690 lin. ft.	12 Inch Sewer Pipe	1.90	1,311.00
550 lin. ft.	15 Inch Sewer Pipe	2.60	1,430.00
1,830 lin. ft.	18 Inch Sewer Pipe	3.60	6,588.00
300 lin. ft.	Extra For Pipe Under Pavement	3.50	1,050.00
10 only	Concrete Manholes	260.00	2,600.00
25 only	Concrete Catch Basins	70.00	1,750.00
1 only	Special Conrete Catch Basins	150.00	150.00
2 only	Adjustment of Manholes	30.00	60.00
2 only	Adjustment of Lampholes	20.00	40.00
110 lin. ft.	1¼ Inch Electrical Conduit	1.90	209.00
170 cu. yds.	Concrete Curbs	48.00	8,160.00
400 sq. yds.	Concrete Driveways	5.50	2,200.00
1,280 sq. yds.	Concrete Walks	4.20	5,376.00
50 cu. yds.	Concrete in Islands	42.00	2,100.00

5,800 cu. yds.	Course Crushed Material in Base	$ 2.75	$ 15,950.00
1,020 cu. yds.	3/4" - 0 Material in Base	2.90	2,958.00
240 M-gal.	Sprinkling	3.50	840.00
0.51 mile	Preparation of Base	1,000.00	510.00
160 cu. yds.	3/4" - 0 Material in Binder Course	4.00	640.00
30 tons	RC-3 Asphalt in Binder Course	50.00	1,500.00
4,000 tons	Class "B" Asphaltic Concrete	7.50	30,000.00
10 tons	RS-1 Asphalt	50.00	500.00
16 tons	RS-2 Asphalt in Pavement Seal	50.00	800.00
80 cu. yds.	Aggregates in Pavement Seal	6.00	480.00
			$118,136.90

Ashland Creek Crossing (Newbury Approach Road Str.)

130 cu. yds.	Structural Excavation	6.00	780.00
67 cu. yds.	Class "A" Concrete	65.00	4,355.00
10,300 lbs.	Metal Reinforcement	0.12	1,236.00
			$ 6,371.00
All Required	Flagging (57½% of Contractor's Cost)		2,000.00
	Subtotal		126,507.90
	10% Engr. & Cont.		12,650.79
	Total		$139,158.69

Length of Roadway 0.507 Mile
Cost of Roadway per Mile $244,138.05

Type Code X421
Ashland Creek Bridge (Sta. 11+55 to Sta. 14+11)

490 cu. yds.	Structural Excavation	$ 6.00	$ 2,940.00
684 cu. yds.	Class "A" Concrete	65.00	44,460.00
141,700 lbs.	Metal Reinforcement	0.12	17,004.00
526 lin. ft.	Metal Rail	12.50	6,575.00
	Subtotal		$ 70,979.00
	10% Engr. & Cont.		7,097.90
	Total		$ 78,076.90

Length of Structure 0.048 Mile

Summary of Funds

Description	Total Cost	Federal Funds	State Funds
Roadway	$139,158.69	$ 85,839.00	$53,319.69
Structure	78,076.90	48,161.00	29,915.90
	$217,235.59	$134,000.00	$83,235.59

FORM [illegible] REVISED [illegible]

RECEIVED
FEB 7 1956
FOR FILING

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 6, 1956

NOTED
W. C. WILLIAMS

City of Ashland
Ashland, Oregon

Re: Moving City Power Lines and Pacific
Telephone and Telegraph Company Lines
Helman Street-Third Street Project
Pacific Highway, Ashland

Gentlemen:

This communication is sent to you to call upon you to move and re-establish your power and telephone poles and street lights on the Helman Street-Third Street Project in the City of Ashland, without cost to the State, in accordance with paragraph 1 under "Things To Be Done By The City" contained in the agreement between the State and the City of Ashland, executed June 7, 1955. We are advised that the facilities to be moved by the City are as follows, although the listing possibly may not be complete.

Station	Location	Remarks
9 + 10	18' Lt	Street light
9 + 53	12' Lt	Power and telephone pole
9 + 71	24' Lt	Power pole guy
11 + 00	70' Rt	Street light
12 + 30	59' Lt	Substation: 2 pole, 3 transformer
#19 + 74	29' Rt	Power pole and guy
#21 + 48	16' Lt	Power pole
#22 + 32	19' Rt	Power pole
#23 + 31	23' Lt	Power pole
#23 + 42	17' Rt	Power pole and guy
#24 + 43	17' Rt	Power pole
#25 + 60	18' Rt	Power pole
#26 + 74	17' Rt	Power Pole
28 + 16	5' Rt	Power and telephone pole
37 + 08	78' Rt	Street light

Under the same paragraph in the agreement of June 7, 1955, you are requested to require the Pacific Telephone and Telegraph Company to move its facilities affected by the project. It is believed that under City Ordinance 1075, dated March 2, 1948, the City has power to require the Pacific Telephone and Telegraph Company to move and re-establish its facilities at the expense of the Company.

We are advised that the facilities to be moved by the Company are as follows:

Station	Location	Remarks
9 + 53	12' Lt	Power and telephone pole
11 + 06	63' Rt	Anchor pole and guy
17 + 37	23' Rt	Telephone pole and guy. Raise lines
20 + 90	35' Lt	Telephone guy
28 + 16	5' Rt	Power and telephone pole

We are advised that this project is now under contract, and it is urgently requested that the facilities of the City and of the Company be moved and re-established at the earliest possible time so as to avoid the possibility of delays to the State's contractor.

It is understood that all of the facilities are located upon public ways and that none is covered by private easement.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. W. C. Williams
(With file)
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. R. L. Porter
Mr. C. W. Enfield

RECEIVED
FEB 6 1956
OFFICE OF
STATE HIGHWAY ENGINEER

REFERRED
TO [illegible]
Please see me
about this.

RECEIVED
FEB [illegible]
LEGAL DEPT.

DEPARTMENT
NDENCE

NOTED
W. C. WILLIAMS

an Street-Third Street
hbound Route in Ashland
fic Highway

Mr. W. C. Williams
Deputy State Highway Engineer

OFFICE

PLEASE RETURN TO
W. C. WILLIAMS

Herewith a copy of a letter from Assistant Division Engineer L. R. Chandler which outlines the power line and telephone line revision necessary to accommodate the construction on the subject-named job.

There are, belonging to the city of Ashland, the following facilities to be moved on their distribution system: 3 street lights, 2 combination power and telephone poles, 9 power poles, 3 guys, and a substation consisting of 2 poles and 3 transformers.

In addition to the above, the Pacific Telephone and Telegraph Company has 5 poles with their appertainances to be moved. All of the above are located on public property.

Due to the manner in which the ordinance authorizing Pacific Telephone and Telegraph to operate in the city of Ashland, Section 4 of this ordinance is cited in the next to the last paragraph in Mr. Chandler's letter, I recommend that a letter be addressed to the city of Ashland requesting them to make the moves on their own facilities and further requesting that they require the telephone company to move their facilities with no expense to the State.

L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:dt

Encl.

RECEIVED
JAN 25 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
January 25, 1956

SUBJECT: Helman Street-Third Street
Northbound Route in Ashland
Pacific Highway

To:

Mr. W. C. Williams
Deputy State Highway Engineer

OFFICE

PLEASE RETURN TO
W. C. WILLIAMS

Herewith a copy of a letter from Assistant Division Engineer L. R. Chandler which outlines the power line and telephone line revision necessary to accommodate the construction on the subject-named job.

There are, belonging to the city of Ashland, the following facilities to be moved on their distribution system: 3 street lights, 2 combination power and telephone poles, 9 power poles, 3 guys, and a substation consisting of 2 poles and 3 transformers.

In addition to the above, the Pacific Telephone and Telegraph Company has 5 poles with their appertainances to be moved. All of the above are located on public property.

Due to the manner in which the ordinance authorizing Pacific Telephone and Telegraph to operate in the city of Ashland, Section 4 of this ordinance is cited in the next to the last paragraph in Mr. Chandler's letter, I recommend that a letter be addressed to the city of Ashland requesting them to make the moves on their own facilities and further requesting that they require the telephone company to move their facilities with no expense to the State.

L. H. Young

L. H. Young
Assistant Construction Engineer

LHY:dt

Encl.

RECEIVED
JAN 25 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
January 23, 1956

SUBJECT: Removal of pole lines
Ashland Northbound Section

To: Forrest Cooper
Construction Engineer
Salem, Oregon

The following poles used by the city of Ashland in its power distribution system will require moving in order to construct the Helman Street-Third (Ashland) Section of the Pacific Highway (Northbound Lanes) in Jackson County:

Station	Location	Remarks
9 + 10	18' Lt	Street light
9 + 53	12' Lt	Power and telephone pole
9 + 71	24' Lt	Power pole guy
11 + 00	70' Rt	Street light
12 + 30	59' Lt	Substation: 2 pole, 3 transformer
#19 + 74	29' Rt	Power pole and guy
#21 + 48	16' Lt	Power pole
#22 + 32	19' Rt	Power pole
#23 + 31	23' Lt	Power pole
#23 + 42	17' Rt	Power pole and guy
#24 + 43	17' Rt	Power pole
#25 + 60	18' Rt	Power pole
#26 + 74	17' Rt	Power Pole
28 + 16	5' Rt	Power and telephone pole
37 + 08	78' Rt	Street light

The following poles used by the Pacific Telephone and Telegraph Company will also, require moving in the construction of the above mentioned section:

Station	Location	Remarks
9 + 53	12' Lt	Power and telephone pole
11 + 06	63' Rt	Anchor pole and guy
17 + 37	23' Rt	Telephone pole and guy. Raise lines
20 + 90	35' Lt	Telephone guy
28 + 16	5' Rt	Power and telephone pole

All the above poles are included on public land.

The city engineer Mr. Elmer Biegel advises that the agreement with the city of Ashland for the construction of this section includes an obligation for the city to relocate the city-owned facilities at their own expense.

The Pacific Telephone and Telegraph Company operates in Ashland under authority of city Ordinace 1075 dated March 2, 1948 and section Four of this Ordinace states: "Nothing in this Ordinace shall be construed in any way to prevent the proper authorities of the City of Ashland from sewering, grading, planking, rocking, paving, repairing, altering, or improving any of the streets, alleys, avenues, thoroughfares and public highway, places and grounds within the City of Ashland in or upon which the poles, wires or other conductors of said Company shall be placed, but all such work or improvements shall be done if possible so as not to obstruct or prevent the free use of said poles, wires, conductors, donduits, pipes, or other apparatus."

Mr. Wimer states, probably upon the advise of Mr. Biegel, that the above does not indicate that this department is obligated to pay for the moving of the telephone facilities.

L R Chandler

L. R. Chandler
Ass't Division Engineer

LRC:bt

RECEIVED
JAN 24 1956
FOR FILING

F-303 (1)
4591

January 24, 1956

Mr. T. W. Thomas
10248 N. E. Holladay St.
Portland, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4591, which was awarded to you by the State Highway Commission on January 3, 1956, for grading and paving on the Helman St.-3rd St. (Ashland) Section of the Pacific Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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JAN 12 1956
FOR FILING

F-[illegible]
4591

January 3, 1956

T. W. Thomas
10268 N. E. Holladay St.
Portland 16, Oregon

Dear Sir:

The State Highway Commission on November 4, 1955 accepted your proposal for grading and paving the Helman Street-Third Street (Ashland) Section of the Pacific Highway (northbound lanes) in Ashland, Jackson County, for the sum of $118,136.90 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4591.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

jmc
cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington
Attn: Dorothy McCormack

R. G. Savage
Forrest Cooper
S. H. Probert

NOTED
J. Mc C.

RECEIVED
JAN 9 1956
FOR FILING

4511

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
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WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate -	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

January 3, 1956
11:11 a.m.

T. W. Thomas
10248 N. E. Holladay St.
Portland 16, Oregon

Contract for Helman Street-Third Street (Ashland) Section of Pacific Highway (northbound lanes) in Ashland, Jackson County, for which you submitted low bid on November 4, 1955 awarded you today. Contract forms follow shortly.

Floyd Query
Assistant Secretary

CC: Accounting (5003-900)
C. W. Head
Files ✓

RECEIVED
JAN 9 1956
FOR FILING

4511

January 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Helman Street-Third Street (Ashland) Section of the Pacific Highway in Jackson County, Project F-302(4), to T. W. Thomas of Portland, Oregon, on the basis of the bid of $118,136.90 submitted on November 4, 1955.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

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OREGON DISTRICT

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4591

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

January 3, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-302(4), Helman Street-3rd Street (Ashland) Section of the Pacific Highway, we hereby concur as of this date in award of contract No. 4591 to T. W. Thomas of Portland, Oregon, low bidder in the amount of $118,136.90 at the November 4, 1955 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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JAN 3 1956
FOR FILING

F-301 (4)

4511

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 30, 1955

SUBJECT: Helman Street-Third Street
(Ashland Section)
Pacific Highway
Jackson County

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

All condemnation complaints have now been filed on this project and as far as this department is concerned, the contract may be awarded.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

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[illegible]
ENGINEER

F-117(20) Deep Canyon Sec., McKenzie Hwy. 1956
#4592

Box # 17

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FOR FILING
NOTE
W. C. WILL

April 27, 1958

Deep Canyon Section
Contract #4592

FINAL COST ANALYSIS
Grading & Oiling
Allum Bros. Inc., Contractor
H. S. Cox, Resident Engineer

McKenzie Highway
Prefix 9-1041

4592 Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All				$ 8,296.62	$ 18,000.00
Removal of Bridge	All				1,920.66	2,000.00
Drainage Excav., Unclass	56.72	Cu.Yd.	$ 3.00	$ 1.28	72.67	170.16
General Excavation, Unclass.	233,072.4	Cu.Yd.	0.80	1.077	251,122.35	186,457.92
Short Overhaul	995,676.3	Yd.Sta.	0.01	0.013	13,366.65	9,956.76
Long Overhaul	36,875.7	C.Yd.Sta.	0.40	0.54	19,907.77	14,750.28
Finish Roadbed & Slopes	3.65	Mile	500.00	567.62	2,071.83	1,825.00
12" Corr. Metal Pipe	80	Lin.Ft.	3.00	2.91	233.03	240.00
18" Corr. Metal Pipe	580	Lin.Ft.	3.80	3.82	2,219.08	2,204.00
36" Corr. Metal Pipe	150	Lin.Ft.	10.00	11.25	1,688.90	1,500.00
** Metal Guard Rail	5267.5	Lin.Ft.	2.50	2.16	11,359.11	13,168.75
** Metal Sight Post	90	Each	2.50	2.84	245.70	225.00
Coarse Cr. Mat'l in Base	40,666	Cu.Yd.	1.50	1.715	69,765.40	60,999.00
3/4-0 Mat'l in Base Crushed	6,202	Cu.Yd.	1.75	1.811	11,236.25	10,853.50
Sprinkling	2,540.5	M/Gals	2.00	1.48	3,760.86	5,081.00
* Preparation of Base	3.65	Miles	500.00	86.20	314.66	1,825.00
*3/4-0 in Binder Course	1,138	Cu.Yd.	3.50	4.68	5,331.21	3,983.00
* Furnish & Placing Aggregate	3,278	Cu.Yd.	3.50	4.31	14,115.51	11,473.00
* RC-3 Asphalt	138.05	Tons	40.00	42.46	5,862.98	5,522.00
* RS-1 Asphalt	66.6	Tons	45.00	43.38	2,889.03	2,997.00
* PA#1 120-150 Asphalt	251.59	Tons	45.00	41.39	10,413.44	11,321.55
PA#2 Purchase Excess 1¼"-3/4" Crushed Rock	328.97	Cu.Yd.	1.00	3.398	1,117.84	328.97
PA#2 Purchase Excess 3/4"-0 Crushed Cinders	741.43	Cu.Yd.	0.75	1.036	768.12	556.07

Contract #4592

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Force Account (State share of Flagging Cost)					$ 2,711.92	$ 2,711.92
Deduction						
Repair Detour Rd., State Forces 7/18/57						- 93.59
				Total	$440,791.59	$368,056.29

* Work Done all or part by Babler Bros. Inc.

** Work Done all or part by R & W Construction Company

	Cost	Revenue	Profit	Loss	% Profit	% Loss
Allum Bros. Inc.	$416,675.15	$340,767.43		$75,998.72		22.3%
Babler Bros. Inc.	24,116.44	27,379.86	$3,263.42		11.9%	
	$440,791.59	$368,056.29		$72,735.30		19.7%

ALLUM BROS., INC.

Detail of Cost

LABOR:		
Labor and Supervision	$124,428.82	
Labor Insurance	8,635.36	$133,064.18
MATERIALS:		
12" Corr. Metal Pipe and Bands	$ 164.00	
18" Corr. Metal Pipe and Bands	1,665.43	
36" Corr. Metal Pipe and Bands	1,327.56	
Metal Guard Rail	6,162.98	
Metal Sight Post	110.70	$ 9,430.67
EQUIPMENT RENTALS & MISC. SUPPLIES:		
Equipment Rentals (owned)	$186,952.61	
Gas, Oil and Grease	23,282.10	
Small Tools & Misc. Supplies	4,014.00	
Freight & Cartage	11,297.05	
Powder & Caps	31,940.23	
Bond	2,089.07	
Home Office & General Overhead	9,274.11	$268,849.17
Paid to R & W Construction Co. Installing Guard Rail & Sight Post		5,331.13
	TOTAL COST	$416,675.15

ALLUM BROS. INC.

Breakdown Cost of Crushing Gravel

	Quantity	Unit	Cost	Unit Cost
Move in & Set up	4745	Cu.Yd.	$ 5,478.90	$1.154
Haul & Feed Crusher	4745	Cu.Yd.	4,562.54	0.961
Crushing	4745	Cu.Yd.	4,212.13	0.889
Haul to & Stockpiling	4745	Cu.Yd.	1,871.48	0.394
	4745	Cu.Yd.	$16,125.05	$3.398

The crusher operated 109 hours to produce 4745 cubic yards of crushed gravel, for an average production 43.5 cubic yards per working hour.

ALLUM BROS. INC.

Breakdown Cost of Crushing Cinders

	Quantity	Unit	Cost	Unit Cost
Move in & Set up	47,609.4	Cu.Yd.	$ 5,983.83	$0.126
Haul & Feed Crusher	47,609.4	Cu.Yd.	15,645.75	0.328
Crushing	47,609.4	Cu.Yd.	22,305.03	0.468
Haul to and Stockpile	47,609.4	Cu.Yd.	7,413.18	0.156
	47,609.4	Cu.Yd.	$51,347.79	$1.078

The crusher operated 555 hours to produce 47,609.4 cubic yards of crushed cinders, for an average production of 85.8 cubic yards per working hour.

BABLER BROS.

Contract #4592

Detail of Cost

Labor:			
Labor and Supervision		$2,979.12	
Labor Insurance		224.19	
Health and Welfare		88.37	$ 3,291.68
MATERIALS:			
RC-3 Asphalt	138.05 Tons at 29.75	$4,106.99	
Freight on RC-3 Asphalt	138.05 Tons at 6.80	938.74	
RS-1 Asphalt	66.6 Tons at 28.80	1,918.08	
Freight on RS-1 Asphalt	66.6 Tons at 6.80	452.88	
120-150 Asphalt	251.59 Tons at 27.00	6,792.93	
Freight on 120-150 Asphalt	251.59 Tons at 6.80	1,710.81	$15,920.43
EQUIPMENT RENTALS & MISC. SUPPLIES:			
Equipment Rentals (owned)		$1,798.44	
Hired Equipment		966.39	
Gas, Oil and Grease		975.78	
Small Tools & Misc. Supplies		71.90	
Bond		164.27	
Home Office and General Overhead		927.55	$ 4,904.33
		TOTAL COST	$24,116.44

REMARKS

Contract #4592

This was a "Federal Aid Primary Project" calling for the construction of 3.65 miles of highway roadbed, construction of stone base and shoulders and the construction of 3.65 miles of Type 0-11 oil mat wearing surface with binder course. The project was bid December 20, 1955, work started January 12, 1956 and the project was completed August 20, 1957.

On January 12, 1956, the contractor moved in a HD 21 Cat and dozer and a small clearing crew and started clearing. This was light clearing consisting mostly of Juniper trees and sagebrush. Having a high bid price on clearing and grubbing, this item shows a nice profit.

Grading was started January 23, 1956, using 2 HD 21 cats, one with dozer and ripper and one with 15 cubic yard scraper and 2 HD 360 scrapers. Then later a 2½ yard shovel, two 12 yard Euclin trucks, D8 cat mounted with Jumbo Drill unit was moved in. Some of the material between Sta 41 and Sta 61 the contractor was able to rip. But most of the material was solid lava rock, requiring heavy shooting. The 2½ yard shovel used on this project was worn, and lots of lost time was encountered due to heavy and costly repairs. Having a low bid price on excavation, with costly repairs and lost time, this items shows a large loss. Grading was not completed on this project until July 12, 1957.

A complete crushing unit was moved into a cinder deposit located on the southerly side of and 1.4 miles distance from the highway at Mile Point 104.08. All the base rock and the 3/4"-0 material was crushed from this pit. All crushed materials were stockpiled at the plant, later loaded and hauled to the road. The crushing plant was then moved to Lakeview. Later they moved the crushing plant back to this project to crush out 4745 cubic yards of crushed gravel. This gravel pit is located about 1800 feet south of Station 67. This operation proved to be very costly.

The oiling on this project was sublet to Babler Bros. Inc. All guard rail and sight posts were installed by R & W Construction Co., guard rail at .95 per foot and cost of paint, and sight posts at $1.50 each.

Having poor supervision, low bid price on excavation and broken down equipment, the contractor suffered a large loss from this project.

M. N. Juve
Chief Cost Analyst

By K. T. Wechter

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FOR FILING

1572

Mar. 4, 1958

Allum Bros.
P. O. Box 253
Eugene, Oregon

Gentlemen:

The State Highway Commission at its meeting held on Feb. 27, 1958, had under discussion your request for an extension of time from Sept. 30, 1956, to Aug. 31, 1957, within which to complete your contract No. 1592, for grading and oiling on the Deep Canyon Section of the McKenzie Highway in Deschutes County.

The Highway Commission granted an extension of time to Aug. 20, 1957, the actual completion date of the project. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om

cc: Tom Edwards
Dean Swift
A. A. Fosson

NOTED ON CARD

RECEIVED
MAR 5 - 1958

FOR FILING
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1592

OREGON STATE HIGHWAY DEPARTMENT

(date) February 24, 1958

(CONTRACT NO.) 4592

(EST. NO.) 22 Final

(CONTRACTOR) Allum Bros.

(VOUCHER NO.) 3647

(WARRANT NO.) H205247

(AMOUNT) $ 10,949.31

(DATE) 2-24-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapmaske
ACCOUNTING DIVISION

Specified completion date: Sept. 30, 1956

Time Extensions: Aug. 31, 1957

Completion Date: Aug. 20, 1957

Date Accepted: Feb. 27, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Mar. 3, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 3 - 1958 GC

NOTED ON CARD
cm

RECEIVED
FEB 19 1958
FOR FILING

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459[illegible]

Feb. 18, 1958

CERTIFIED MAIL

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
200 Mills Bldg.
San Francisco 6, Calif.

Gentlemen:

State Highway Contract No. 4592 for grading and oiling on the Deep Canyon Section of the McKenzie Highway in Deschutes County was completed by the contractor, Allum Bros., on Aug. 20, 1957, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $10,949.31 will be released to Allum Bros., assigned to St. Paul Fire & Marine Insurance Company, after acceptance by the Commission. The total contract amount is $368,056.29, of which amount $2,711.92 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Tromp & McKinley Agency
43 W. Broadway
Eugene, Oregon

NOTED ON CARD
em

RECEIVED
FEB 13 1958
FOR FILING

4592

February 10, 1958

Request for extension of time
No. 5
February 27-28 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Allen Bros. for an extension of time on the Deep Canyon Section, Contract No. 4592, from September 30, 1956 to August 31, 1957. Although the contractor progressed quite slowly on this project, due to the difficult excavating conditions in the lava rock encountered, the project was, in general, on new location and there was very little inconvenience to the traveling public. Further, due to the method of operation, a minimum of engineering inspection was required, with the result that final engineering costs were approximately 30 per cent below normal for this type of job.

This project was actually completed on August 20, 1957 and, due to the facts above stated, I am recommending that the extension be granted without penalty. Mr. C. C. Polk of the Bureau of Public Roads concurs in this extension.

This is not a liquidated damages contract.

Very truly yours,

W. C. Williams
State Highway Engineer

encl.
cc Mr. Tom Edwards

EAP:dmh hi

RECEIVED
FEB 17 1958
FOR FILING

OREGON DISTRICT F-117(20)
4592

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

[illegible] STATE HIGHWAY BLDG.
SALEM, OREGON

February 12, 1[illegible]

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-117(20)
Deep Canyon, Contract #4592
Time Extension

Dear Sir:

In reply to your letter of February 6 furnishing further justification for the above, this is to advise you that we will concur in granting the extension of time without penalty.

Very truly yours,

C. G. Polk
Division Engineer

Original & copy
to Mr. Pease

RECEIVED
FEB 7 - 1958
FOR FILING

F-117

4592

February 6, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In reply to your letter of January 31 regarding our inquiry of January 28 on the extension of time on the Deep Canyon Contract, No. 4592, Oregon F-117 (20), I wish to state that we have found no record of your letter dated September 20, 1957.

In accordance with your request for further justification, I wish to advise as follows: This project was so located that there was very little conflict between the construction area and the existing traveled highway; therefore, there was very little delay to the traveling public.

With regard to the "Less than normal engineering cost", the figures show that the original engineering allocation was $28,496, while the final estimate amounted to $20,100 or an underrun of 29.5 per cent. Based on the final construction cost of this project we find the actual engineering cost amounted to only 5.46 per cent which is considerably under the normal engineering costs for a job of this magnitude.

I trust that the above information will provide adequate justification for the granting of the extension without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards

(Construction) fn

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

January 31, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We are in receipt of your letter of January 28, 1958 indicating you do not have a reply to your request for time extension on the Deep Canyon Contract No. 4592, Project Oregon F-117(20).

In our reply to your request dated September 20, 1957 we have stated our position on this matter as follows, "Your reasons for this request as set forth are stated thus, 'There was very little inconvenience to the traveling public', and, 'Less than normal engineering cost'".

The letter is further quoted, "It appears questionable if extension can be concurred in on these bases and it is requested that further justification be submitted if available".

We trust that further search of your records will reveal this reply under the above mentioned date line.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

CONSTRUCTION DIVISION
RECEIVED
FEB 3 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

RECEIVED
JAN 31 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 29 1958
FOR FILING

4592

January 28, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

On September 6, 1957 we requested your concurrence in an extension of time on the Deep Canyon Contract, No. 4592, Oregon F-117 (20).

A check of our records does not indicate that we have ever received a reply to our request. Will you please advise the status of this matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EAP:dmh me

cc Mr. Tom Edwards

RECEIVED
FEB 11 1958
FOR FILING

4592

February 10, 1958

St. Paul Fire and Marine Insurance Company
Pacific Department
200 Mills Building
San Francisco, California

Attention: Mr. R. E. Jones
Bond Claims Department

Gentlemen:

The extension of time on our Contract No. 4592, awarded to Allum Bros., Eugene, which we thought would be presented to the Highway Commission at its meeting on January 16, was not presented because the Bureau of Public Roads had not yet taken action. The matter is being followed up and we have good reason to believe that the extension of time will be presented at the next Commission meeting which is scheduled for February 27 and 28. Final payment, of course, cannot be made until the Commission has accepted the contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

ST. PAUL FIRE and MARINE INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

The St. Paul Companies
INSURANCE
LAND • SEA • AIR
FOUNDED 1853

PACIFIC DEPARTMENT, 200 Mills Building, SAN FRANCISCO 6, CALIFORNIA Phone SUtter 1-4022

AIR MAIL

State of Oregon
State Highway Department
Salem, Oregon
Attn: Mr. H. B. Glaisyer

80-800885
Obligee: State of Oregon
Principal: Allum Bros.

Dear Mr. Glaisyer:

I would like to call your attention to your letter to me of Dec. 12, 1957 regarding the final estimate with respect to Contract No. 4592, and any other payments due or to become due.

As indicated by your letter above mentioned, you thought at the time that this matter would be resolved in your meeting of Jan. 16, 1958.

We would appreciate hearing from you with respect to this matter.

Yours very truly,

R. E. Jones
Bond Claims Department
k

January 29, 1958

REFERRED TO Query BY SECRETARY
prepare reply

Call [illegible] - all ext. of time has been ok'd by Polk

RECEIVED
JAN 31 1958
OREGON
STATE HIGHWAY COMMISSION

[illegible] 1-28-58 BPK had not given

RECEIVED
DEC 13 1957
FOR FILING

4592

December 12, 1957

St. Paul-Mercury Indemnity Company
200 Mill Building
San Francisco 6, California

Attention: Mr. Jones

Dear Mr. Jones:

In our telephone conversation today you requested information concerning the payment of the final estimate due Allum Brothers in connection with Oregon State Highway Contract 4592 for grading and oiling the Deep Canyon Section of the McKenzie Highway in Deschutes County Oregon.

I have checked with our accounting division and our construction division regarding this payment and I find that whereas we are ready and willing to release the final warrant in connection with this job, we are unable to do so at the present time due to the fact that the time specified in the contract for completion of the work overrun which necessitates that the time limit be extended. There appears to be a question as to whether or not a penalty will be imposed on the contractor for failure to complete the project within the specified time. Due to the fact that the project is financed partially with federal monies it is necessary that we obtain clearance from the United States Bureau of Public Roads before the matter of the time extension can be presented to the Highway Commission for action. It is hoped that the additional information that has been requested by the federal authorities will be forthcoming soon and if it is received soon enough the Allum Brothers request for the extension of time will be presented to the Commission, at its meeting on January 16, 1958. The matter will be expedited as much as possible.

For your further information I might say that the amount of the final estimate as now prepared is $10,949.31. That is the amount that will be paid unless it is determined that the contractor must be penalized for overrunning the time limit.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:js

Files

RECEIVED
NOV 22 1957
FOR FILING

Form 668-D

U.S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

RELEASE OF LEVY

To: (Name of person holding property, moneys, etc., belonging to taxpayer)

Oregon State Highway Commission, Salem, Oregon

F 117 [illegible]

On the 12th day of August 1957 a levy was served upon you by leaving a notice thereof with H.B. Glaisyer at Salem, Oregon,

4592

and demand was made for the surrender of all property, rights to property, moneys, credits, and bank deposits then in your possession, to the credit of, belonging to, or owned by John & Bill Allum and/or Allum Brothers Logging Co. of Box 253, Eugene, Oregon, for unpaid Internal Revenue taxes together with additions thereto provided by law which, at the time of the levy, amounted to the sum of $ 15,327.69.

Under the provisions of Section 6343, Internal Revenue Code of 1954, (quoted below) property, rights to property, moneys, credits, and bank deposits amounting to the sum of $ 15,327.69 are hereby released from the aforesaid levy.

Contract 4880
Contract 4592

Dated at Eugene, Oregon this 15th day of November, 1957

DISTRICT DIRECTOR OF INTERNAL REVENUE	BY (Signature)	TITLE
R.C. Granquist	V.O. Olson	Group Supervisor

INTERNAL REVENUE CODE OF 1954

SEC. 6343. AUTHORITY TO RELEASE LEVY.

It shall be lawful for the Secretary or his delegate, under regulations prescribed by the Secretary or his delegate, to release the levy upon all or part of the property or rights to property levied upon where the Secretary or his delegate determines that such action will facilitate the collection of the liability, but such release shall not operate to prevent any subsequent levy.

NOTED ON CARD

Form 668-D
JAN. 1956

. S. TREASURY DEPARTMENT · INTERNAL REVE SERVICE

RELEASE OF LEVY

To: (Name of person holding property, moneys, etc., belonging to taxpayer)

Oregon Highway Commission—Salem, Oregon

On the 9th day of July 19 57 a levy was served upon you by leaving a notice thereof with Floyd Query at Salem, Oregon, and demand was made for the surrender of all property, rights to property, moneys, credits, and bank deposits then in your possession, to the credit of, belonging to, or owned by Allum Brothers of 960 West 7th St., Eugene, Ore., for unpaid Internal Revenue taxes together with additions thereto provided by law which, at the time of the levy, amounted to the sum of $ 21,417.18.

Under the provisions of Section 6343, Internal Revenue Code of 1954, (quoted below) property, rights to property, moneys, credits, and bank deposits amounting to the sum of $ 21,417.18 are hereby released from the aforesaid levy.

Contract 4880
Contract 4592

Dated at Eugene, Oregon this 15th day of November, 19 57

DISTRICT DIRECTOR OF INTERNAL REVENUE	BY (Signature)	TITLE
R.C. Granquist	V.O. Olson	Group Supervisor

INTERNAL REVENUE CODE OF 1954

SEC. 6343. AUTHORITY TO RELEASE LEVY.

It shall be lawful for the Secretary or his delegate, under regulations prescribed by the Secretary or his delegate, to release the levy upon all or part of the property or rights to property levied upon where the Secretary or his delegate determines that such action will facilitate the collection of the liability, but such release shall not operate to prevent any subsequent levy.

NOTED ON CARD

PO 889510

RECEIVED
NOV 14 1957
FOR FILING
F 117(20)
4592

November 7, 1957

St. Paul Fire and Marine Insurance Company
Pacific Department
200 Mills Building
San Francisco 6, California

Attention: Mr. R. E. Jones
Bond Claims Department

Gentlemen:

Reference is made to your letter of October 31, 1957, regarding the two attachments totaling $30,744.77 that have been filed at this office by the Internal Revenue Service against funds that are presently owing to Allum Brothers in connection with State Highway Contracts Nos. 4592 and 4880. This matter has become somewhat involved legally so I discussed it with our Legal Department and our Chief Auditor with the following results:

It appears to us that the simplest way to resolve the attachments and to expedite payments due Allum Brothers is for the St. Paul Fire and Marine Insurance Company, to whom Allum Brothers have assigned all payments, to advance to the Internal Revenue Service payment of the full amount that is due them. When this has been done and we are furnished a receipt signed by the Internal Revenue Service that its account has been paid we will then immediately release to the St. Paul Fire and Marine Insurance Company all monies that are now due and payable to Allum Brothers and we will send to the St. Paul Fire and Marine Insurance Company monies which may hereafter become due Allum Brothers in connection with each of these jobs, pursuant to the provisions of the assignments. The claims of the Internal Revenue Service are the only claims that have been filed with the State Highway Department against either of these contracts, so the monies we are withholding can be released immediately when we have been furnished a statement from the Internal Revenue Service that its claims have been satisfied.

To effect payment direct from this office to the Internal Revenue Service will involve a rather laborious procedure in view of the fact that warrants now in our possession have been prepared payable to the order of Allum Brothers assigned to the St. Paul Fire and Marine Insurance Company and were we to pay to the Internal Revenue Service direct it would be necessary for us to return the warrants to the Secretary of State for alteration, and it would also be necessary

RECEIVED
NOV 14 1957
FOR FILING
F-117(20)
4592

November 7, 1957

St. Paul Fire and Marine Insurance Company
Pacific Department
206 Mills Building
San Francisco 6, California

Attention: Mr. R. E. Jones
Bond Claims Department

Gentlemen:

Reference is made to your letter of October 31, 1957, regarding the two attachments totaling $35,744.77 that have been filed at this office by the Internal Revenue Service against funds that are presently owing to Allum Brothers in connection with State Highway Contracts Nos. 4592 and 4880. This matter has become somewhat involved legally so I discussed it with our Legal Department and our Chief Auditor with the following results:

It appears to us that the simplest way to resolve the attachments and to expedite payments due Allum Brothers is for the St. Paul Fire and Marine Insurance Company, to whom Allum Brothers have assigned all payments, to advance to the Internal Revenue Service payment of the full amount that is due them. When this has been done and we are furnished a receipt signed by the Internal Revenue Service that its account has been paid we will then immediately release to the St. Paul Fire and Marine Insurance Company all monies that are now due and payable to Allum Brothers and we will send to the St. Paul Fire and Marine Insurance Company monies which may hereafter become due Allum Brothers in connection with each of these jobs, pursuant to the provisions of the assignments. The claims of the Internal Revenue Service are the only claims that have been filed with the State Highway Department against either of these contracts, so the monies we are withholding can be released immediately when we have been furnished a statement from the Internal Revenue Service that its claims have been satisfied.

To effect payment direct from this office to the Internal Revenue Service will involve a rather laborious procedure in view of the fact that warrants now in our possession have been prepared payable to the order of Allum Brothers assigned to the St. Paul Fire and Marine Insurance Company and were we to pay to the Internal Revenue Service direct it would be necessary for us to return the warrants to the Secretary of State for alteration, and it would also be necessary for Allum Brothers to execute additional assignments so that the remaining funds could be paid to the St. Paul Fire and Marine Insurance Company. It is readily seen that such procedure will materially delay the release of monies we are now holding.

I wish to say again that to our way of thinking the simplest and quickest way to resolve this matter, in fact, the cheapest to resolve it from the stand point of the bonding company is for the St. Paul Fire and Marine Insurance Company to advance payments of the claims of the Internal Revenue Service. Incidentally, I have been informed by our Chief Auditor that he is mailing to the St. Paul Fire and Marine Insurance Company today two warrants totaling $13,511.01 representing the semi-final and final payments in connection with Contract No. 4880. The warrants are made payable to Allum Brothers assigned to the St. Paul Fire and MarineInsurance Company whose endorsement will be honored. These payments will reduce the amount of the insurance company's money that would have to be advanced to the Internal Revenue Service to satisfy its claims.

Incidentally, we are still holding two warrants in our office payable to Allum Brothers in connection with State Highway Contract No. 4592 totaling $37,724.80. These also have been assigned to the St. Paul Fire and Marine Insurance Company and will be immediately released when we receive proper notice that the claims of the Internal Revenue Service have been satisfied. In addition thereto we are holding as a retained percentage in connection with this contract the sum of $11,044.55.

We urgently suggest that the claim of the Internal Revenue Service be resolved in the manner that has been described.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HDG:jp

cc: L. I. Lindas
R. A. Holland
C. H. Maison (2)

FORM E-30X—37,500—8-56—96655

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 7, 1957

SUBJECT Allum Bros.
Contracts No. 4592 and 4880

To Robert A. Holland
Staff Attorney
OFFICE

At the present time, we are holding four warrants in the aggregate amount of $51,235.81 representing monies due Allum Bros. for work performed under contracts 4592 and 4880.

Two of the warrants totalling $13,511.01 are for the semi-final and final payments on contract 4880; the other two warrants cover estimate 20 and the semi-final estimate on contract 4592, in the total amount of $37,724.80. In addition to this amount there is a retained percentage being held on contract 4592, in the amount of $11,044.55.

In as much as the levy filed by the Bureau of Internal Revenue is only somewhat in excess of $36,000., I am releasing the two warrants on contract 4880. These warrants are being mailed to the St. Paul Fire and Marine Insurance Company of San Francisco.

C. H. Maison
Auditor

CHM:mr
cc: John Herr
H. B. Glaisyer ✓

REFERRED TO
BY SECRETARY

NOTED
FLOYD QUERY

NOTED
H. B. GLAISYER

NOTED ON CARD
em

Glaisyer

FORM E-30X—25M—6-55—56300

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 5, 1957

SUBJECT: Allum Brothers, Contractors
Contracts No. 4592 & 4880

To: ~~Mr. C. H. Maison~~
~~Auditor~~
~~OFFICE~~

As you are aware, the surety for Allum Brothers on the above mentioned contract has an assignment from Allum Brothers of the proceeds and demands payment. The United States Government, Bureau of Internal Revenue, also claims these funds pursuant to the Federal tax liens.

I am in the process of preparing a legal pleading which will require the United States and the Surety to come into Court and settle this claim between themselves.

In order to properly prepare said pleading, it will be necessary that I have all pertinent information concerning this contract. I must know the present status of both contracts and the amounts which we are holding under each. I would also like to have a copy of the assignment executed by Allum Brothers to their surety.

I would also appreciate any correspondence which you might have with the U. S. Bureau of Internal Revenue or the surety, St. Paul Fire and Marine.

ROBERT A. HOLLAND
Staff Attorney

RAH:ob

cc to: H. B. Glaisyer ✓

NOTED
H. B. GLAISYER

FORM 230—80M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 5, 1957

SUBJECT: Allum Brothers, Contractors
Contracts No. 4592 & 4880

To: Mr. H. B. Glaisyer
Secretary
OFFICE

I would appreciate having a copy of any correspondence which you may have had concerning the above mentioned contracts with either the United States Bureau of Internal Revenue, or the contractors surety, St. Paul Fire and Marine.

R. A. Holland
ROBERT A. HOLLAND
Staff Attorney

RAH:ob

11/6/57 gave Holland 2 photostats of assignment [illegible] of both contracts [illegible] also [illegible]
HBG

NOTED
H. B. [illegible]YER

The St. Paul Companies
INSURANCE
LAND • SEA • AIR
FOUNDED 1853

ST. PAUL FIRE and MARINE INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

PACIFIC DEPARTMENT, 200 Mills Building, SAN FRANCISCO 6, CALIFORNIA Phone SUtter 1-4022

October 31, 1957

State of Oregon
State Highway Department
Salem, Oregon
Attn: Mr. H. B. Glaisyer, Secty.

File: 80-800890
Principal: Allen Bros.
Contracts 4880 & 4592

Gentlemen:

I have recently discussed the levies by the Internal Revenue Service against the funds presently in your hands and payable under the above two contracts.

We have mutually agreed between the two of us that this Company as surety will consent to payment of the amount of the levy which is $36,744.77.

I discussed this matter with the Eugene Office of the Internal Revenue Service and which ever procedure is most agreeable or convenient will be satisfactory with them.

The last time I discussed this matter with your office, and your attorney, it was indicated that a proper procedure would be for this Company as surety to assign, release, or consent to the release of the funds to the Internal Revenue Service.

They have agreed upon receipt of the moneys from said funds in the amount of the levy to release the levy and satisfy the tax lien against Allen Bros.

We would appreciate receiving immediately such forms as you desire us to executed to accomplish this matter.

Yours very truly,

R. E. Jones
Bond Claims Department/k

H. B. GLAISYER
H. B. GLAISYER

H. B. GLAISYER

RECEIVED
OCT 29 1957
FOR FILING

4592

Oct. 29, 1957

CERTIFIED MAIL

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
200 Mills Bldg.
San Francisco 6, Calif.

Gentlemen:

The State Highway Commission has prepared semi-final payment to Allum Bros., assigned to St. Paul Fire & Marine Insurance Co., in connection with Contract No. 4592, for grading and oiling on the Deep Canyon Section of the McKenzie Highway in Deschutes County. This payment is in the amount of $858.48. The retained percentage is $11,044.55.

This payment will be held in this office until the Government's claims as presented by the Internal Revenue Service in the form of two notices of levy, totalling $36.744.87, have been resolved.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Tromp & McKinley Agency
43 West Broadway
Eugene, Oregon

NOTED ON CARD

Form E-1—[illegible]—7-47

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

[illegible] 17 [illegible]
4592

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending XXXt. Oct. 4, 1957, 19

Section Deep Canyon
Kind of work Grading & Oiling
Highway McKenzie County Deschutes
Section prefix 9-1041
Contractor Allum Brothers
Contract number 4592
Date of contract 1-5-56, 19
Specified work days XXX
Date work started 1-11-56, 19
Work days used XXX
Project authorization $400,727.25
Exclusive of engineering $372,231.09
Per cent of time elapsed 219.1 %
Estimated cost of completed project, exclusive of engineering $372,
Estimated per cent overrun or underrun . . . . %
Per cent of contract completed, based on total contract price . . . . %
Engineering authorization $28,496.16
Engineering cost to date $20,000.00, 70.19 %
Date project was completed 8-20, 1957

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final on this project was turned into the division office Tuesday, Oct 1st.

Reports will be discontinued.

CONSTRUCTION DIVISION
RECEIVED
OCT 7 1957
NOTED—E 4 B 8
CE ACE CCE

Noted
M. N. Juve

Signed

Address Box 151 Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 8146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.65	3.65		3.65	
Miles partially completed					
Miles completed	3.65	3.65		3.65	
Total estimated quantities (contract)	216,500	48,100		4,000	
Total quantities corrected to date	233,072.4	46,868		4,416	
Estimated quantities moved or placed to date	233,072.4	46,868		4,416	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift	no work				
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	"		
Saturday			

RECEIVED
OCT 7 1957
FOR FILING

[illegible]
4512

October 4, 1957

Mr. Roy C. Stageberg
Revenue Officer
Room 6, Post Office Building
Eugene, Oregon

Re: John & Bill Allum, dba Allum Bros.
Eugene, Oregon

Dear Sir:

This is to acknowledge receipt of your letter dated September 24, 1957.

In response thereto, I wish to advise you that the contracts to which you refer have not as yet been completed. Before said contracts are completed, it is necessary that we obtain final report from the field from which the Engineer can base his final estimate. Thereafter it is necessary that the State Highway Commission accept the contracts as complete.

It is possible that liquidated damages and/or engineering charges will be assessed against any final payment.

Incidentally, we have not as yet received an answer to our letter of July 12, 1957, addressed to Paul Lynch, Collection Officer.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG/dp
cc: L. I. Lindas (2)
C. H. Maison (2)

A

RECEIVED
OCT 7 1957
FOR FILING

F117(2)

4592

October 4, 1957

Mr. Roy C. Stageberg
Revenue Officer
Room 6, Post Office Building
Eugene, Oregon

Re: John & Bill Allum, dba Allum Bros.
Eugene, Oregon

Dear Sir:

This is to acknowledge receipt of your letter dated September 24, 1957.

In response thereto, I wish to advise you that the contracts to which you refer have not as yet been completed. Before said contracts are completed, it is necessary that we obtain final report from the field from which the Engineer can base his final estimate. Thereafter it is necessary that the State Highway Commission accept the contracts as complete.

It is possible that liquidated damages and/or engineering charges will be assessed against any final payment.

Incidentally, we have not as yet received an answer to our letter of July 12, 1957, addressed to Paul Lynch, Collection Officer.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG/dp
cc: L. I. Lindas (2)
C. H. Maison (2)

FORM E30—12½M—8-55—68200

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 4, 1957

SUBJECT: Allen Brothers
Contracts 4592 - 4[illegible]

To: H. B. Glaisyer
Secretary

OFFICE

Attached hereto, please find rough draft of suggested answer to the Internal Revenue Service. If this answer is satisfactory to you, we would appreciate your sending it.

R. A. Holland
ROBERT A. HOLLAND
Staff Attorney

RAH:mmb
Attachment

ROUGH DRAFT
RAW:mmb
10/4/57

Roy C. Stageberg
Revenue Officer
Room 6, Post Office Bldg.,
Eugene, Oregon

Re: John & Bill Allum, dba Allum Bros.
Eugene, Oregon

Dear Sir:

This is to acknowledge receipt of your letter dated September 24, 1957.

In response thereto, I wish to advise you that the contracts to which you refer have not as yet been completed. Before said contracts are completed, it is necessary that we obtain final report from the field from which the engineer can base his final estimate. Thereafter, it is necessary that the State Highway Commission accept the contracts as complete.

It is possible that liquidated damages and/or engineering charges will be assessed against any final payment.

Incidentally, we have not as yet received an answer to our letter of July 12, 1957, addressed to Paul Lynch, Collection Officer.

H. B. GLAISYER
Secretary

HBG:mmb
cc L. [illegible] (1)
C. N. [illegible] (2)

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
OFFICE OF THE DISTRICT DIRECTOR

Room 6, Post Office Bldg.
Eugene, Oregon.

Sept.24, 1957

IN REPLY REFER TO

Oregon State Highway Commission,
Salem, Oregon.

Re: John & Bill Allum, dba Allum Bros.
Eugene, Oregon

Gentlemen:

Reference is made to Notice Of Levy served on you on monies due the above captioned taxpayers for various Federal taxes owed by them.

We have been informed that the subject taxpayers have completed the State jobs, and if such is the fact, it would be appreciated if you would advise us of the status of the levies and when we can expect payment on same.

Yours very truly,

Roy C. Stageberg

Roy C. Stageberg
Revenue Officer

(photo copy of this letter sent to Mr. Geo. Rohde on 9-26-57)

RECEIVED
SEP 25 1957
OREGON
STATE HIGHWAY COMMISSION

Form E-1—10M—7-37

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 27, 1957, 19

Section Deep Canyon

Highway McKenzie County Deschutes

Contractor Allum Brothers

Date of contract 1-5-56, 19

Date work started 1-11-56, 19

Project authorization $400,727.25

Exclusive of engineering $372,231.09

Kind of work Grading & Oiling

Section prefix 9-1041

Contract number 4592

Specified work days xxx

Work days used xxx

Per cent of time elapsed 219.1 %

Estimated cost of completed project, exclusive of engineering $372,231.09

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $28,496.16

Engineering cost to date $20,000.00, 70.19 %

Date project was completed August 20, 1957, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final for this project has been completed and is awaiting return of P.A. for purchase of excess rock. When this agreement is returned the semi-final will be submitted to the Division office.

Noted
M. N. Juve

NOTED EgB

Signed

Address Box 151 Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.65	3.65		3.65	
Miles partially completed					
Miles completed	3.65	3.65		3.65	
Total estimated quantities (contract)	216,500	48,100		4,000	
Total quantities corrected to date	233,072.4	46,868		4,416	
Estimated quantities moved or placed to date	233,072.4	46,868		4,416	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		no work			
Hours per shift					

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy Rain in afternoon		
Friday	Rain		
Saturday			

RECEIVED
SEP 11 1957
FOR FILING

F-117 (20)

4592

September 11, 1957

St. Paul Mercury Indemnity Company
200 Mills Building
San Francisco, California

ATTENTION: Mr. R. E. Jones, Bond Claims Department

Dear Mr. Jones:

This will acknowledge your letter of September 3, 1957, consenting to the assignment by Allum Bros. to the St. Paul Fire and Marine Insurance Company of all monies that are now due or which may hereafter become due Allum Bros. in connection with Oregon State Highway Contract No. 4592 for grading and oiling the Deep Canyon Section of the McKenzie Highway.

We shall be pleased to honor the assignment and will mail warrants payable to Allum Bros. in connection with this job to the St. Paul Fire and Marine Insurance Company as directed therein, when the Federal attachment of which you have been advised has been resolved.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG/dp
cc: Mr. Maison: Two photo copies of the above mentioned letter from the bonding company were sent to you yesterday.

HBG

Mr. Query: Attached hereto is the original letter from the bonding company mentioned above. This should be filed in the contract along with the original of the assignment which you now have. A photo copy of the letter is being sent to the General Files.

HBG

Salem, Oregon
September 10, 1957

Mr. C. H. Maison
Auditor
BUILDING

Attached hereto are two copies of a letter that I have received from the St. Paul Mercury Indemnity Company approving the assignment given by Allum Bros. to the St. Paul Fire and Marine Insurance Company, San Francisco, of all monies that are due Allum Bros. in connection with State Highway Contract No. 4592--grading and oiling Deep Canyon Section, McKenzie Highway.

Notwithstanding the assignment and the surety's consent, please hold all monies that are due and payable to Allum Bros. in connection with this job until further advised by this office. All monies earned in connection with this job have been attached by the Federal Internal Revenue Service.

Secretary

HBG/dp
Attachments
cc: Floyd Query

ST. PAUL FIRE and MARINE INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY
PACIFIC DEPARTMENT, 200 Mills Building, SAN FRANCISCO 6, CALIFORNIA Phone SUtter 1-4022

September 3, 1957

State of Oregon
State Highway Department
Salem, Oregon

Attn: Mr. H. P. Glaisyer, Secretary

File 80-800890
Obligee - State of Oregon
Principal - Allum Bros.
Contract #4592, Grading & Oiling
Deep Canyon Section, McKenzie Highway

Gentlemen:

We have been advised by our principal, Allum Bros., that the execution of the assignment has been accomplished and filed with your office at this time.

Please forward all monies due or to become due under said contract pursuant to said assignment, and previous indemnity agreement and assignment served upon you by this company, to the St. Paul Fire & Marine Insurance Company, 200 Mills Building, San Francisco, California.

Yours very truly,

ST. PAUL MERCURY INDEMNITY CO.

By:
R. E. Jones
Bond Claims Department
b

RECEIVED
SEP 5 1957
OREGON
STATE HIGHWAY COMMISSION

filed

September 3, 1957

St. Paul Fire and Marine Insurance Co.
200 Mills Building
San Francisco, California

Attention: R. E. Jones
Bond Claims Dept.

Gentlemen:

Reference is made to my letter of August 27, 1957, directed to Allum Brothers, contractor, Eugene, acknowledging receipt of an assignment of funds earned by them in connection with Oregon State Highway Contract No. 4592, for grading and oiling the Deep Canyon Section of the McKenzie Highway, Deschutes County, a copy of which I sent you. This assignment was made in favor of the St. Paul Fire and Marine Insurance Company. I told Allum Brothers that the assignment was in proper form and that we would honor it provided we received the written consent of the Saint Paul-Mercury Indemnity Company, surety on the performance bond furnished by Allum Brothers in connection with this job.

In reviewing the file on the subject I find that the United States Internal Revenue Service has filed with the State Highway Department two notices of levy, totalling $36,744.87. These levies are considered by this department as attachment to the funds that are owing and payable to Allum Brothers. Accordingly, we cannot release the warrants even if the Saint Paul-Mercury Indemnity Company consents to the assignment until the Government's claims as presented by the Internal Revenue Service have been resolved.

This note is simply to clarify any misunderstanding that you may have on the subject.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

REFERRED TO
Geary
BY SECRETARY

note on card
also file assignment in contract

HBG:jmc
cc: Allum Brothers
P. O. Box 253
Eugene, Oregon

Saint Paul-Mercury Indemnity Company
200 Mills Building
San Francisco 6, California

C. H. Maison

NOTED ON CARD

files

August 27, 1957

Allum Brothers
P. O. Box 253
Eugene, Oregon

Gentlemen:

This acknowledges your assignment to the St. Paul Fire and Marine Insurance Company, San Francisco, of all monies that are now due you or which may hereafter become due you in connection with State Highway Contract No. 4592, grading and oiling of the Deep Canyon Section of the McKenzie Highway, Deschutes County.

The assignment appears to be properly signed and we will honor it when we receive the written consent of the Saint Paul-Mercury Indemnity Company, surety on the performance bond furnished by you in connection with this job. We will withhold payments under this contract pending receipt of such written consent.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: St. Paul Fire and Marine Insurance Co.
200 Mills Building
San Francisco, California

C. H. Maison (2)

Mr. Maison:

Attached hereto is a signed copy of the assignment for your records.

HBG

REFERRED TO
Query
BY SECRETARY

record on card and file assignment in contract

NOTED ON CARD
lm

RECEIVED
SEP 13 1957
FOR FILING

Files

Contract 4880

FORM 530—50M—2-57—1476
F 117 (2-1)

4592

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10, 1957

SUBJECT: Allum Bros.
Contracts 4592 - 4880

To: H. B. Glaisyer

Our Warrants No. H 190108 in the amount of $9,092.96, covering estimate No. 3 on Contract 4880 and No. H 190156 in the amount of $45,378.99, covering estimate No. 19 on Contract 4592 for work performed by Allum Bros., have been assigned to St. Paul Fire and Marine Insurance Company, and are being mailed to the assignee today.

Estimates No. 4 and No. 20 of the above mentioned contracts in the aggregate amount of $49,388.07, are being processed for payment, but will be held in a Warrant stage until we have been further advised by the Federal Internal Revenue Service as to the status of the levy filed against Allum Bros.

C H Maison
C. H. Maison

CHM:cg

cc: Geo. Rohde
J. G. Herr
C. F. Smith

NOTED
H. B. GLAISYER

REFERRED TO
Files
SECRETARY

The above [illegible] on the [illegible] each contract
[illegible]

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FOR FILING

[illegible]

4592

September 6th, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Deep Canyon Contract No. 4592, Oregon F-117(20), from September 30th, 1956 to August 20th, 1957 to Allum Bros., contractors.

Although the contractor progressed quite slowly on this project due to the difficult excavating conditions in the lava rock encountered, the project was, in general, on new location and there was very little inconvenience to the traveling public. Further, due to the difficult excavating conditions, a minimum of engineering inspection was required, with the net result of engineering costs approximately 30% below normal.

Due to the facts of little inconvenience to the public and less than normal engineering costs, we recommend the extension without penalty.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

cc to: Tom Edwards

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SEP 4 - 1957
FOR FILING
F-117 (20)

Salem, Oregon
September 3, 1957

Contracts Nos. 4592 and 4880

Floyd Query

I am returning to you herewith the cards for Contracts Nos. 4592 and 4880. It is noted that Mrs. Middleton has not entered on these cards the second notice of levy that was filed by the Internal Revenue Service in the amount of $15,327.69. The total amount of both levies is $36,744.87. Will you please have Mrs. Middleton enter that information on both cards.

H. B. Glaisyer, Secretary

HBG:jmc

Encls.

RECEIVED
SEP 3 - 1957
FOR FILING

F-117 (20)

4592

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 30, 1957

SUBJECT:

To: Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

The subcontract between Allum Brothers and R & W Construction Company for the installation only of guard rail and sight posts on the Deep Canyon Contract No. 4592, Oregon F-117 (20) is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:cb

Encls.

cc to: Forrest Cooper
C. G. Polk (2)

NOTED
FORREST COOPER

RECEIVED
AUG 30 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 3 - 1957
FOR FILING

F-117 (20)

4512

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 30, 1957

SUBJECT:

To: Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

L

The subcontract between Allum Brothers and R & W Construction Company for the installation only of guard rail and sight posts on the Deep Canyon Contract No. 4592, Oregon F-117 (20) is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:cb

Encls.

cc to: Forrest Cooper
C. G. Polk (2)

NOTED
FORREST COOPER

RECEIVED
AUG 30 1957
OFFICE OF
STATE HIGHWAY ENGINEER

A

RECEIVED
AUG 27 1957
FOR FILING
F-117 (20)
4592

August 26, 1957

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 20, 1957, on Contract No. 4592, Deep Canyon Section, in Deschutes County, in connection with Federal Aid Project No. F-117(20).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

CC: Clarence O. Swenson

DBP:cr

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AUG 23 1957
FOR FILING

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4592

August 21, 1957

Allum Brothers
P. O. Box 253
Eugene, Oregon

Gentlemen:

Just received is your letter of August 15, 1957 stating your desire to assign to the St. Paul Fire and Marine Insurance Company, 200 Mills Building, San Francisco, California, all monies that are now due or which may hereafter become due you from the State of Oregon in connection with State Highway Contract No. 4592, for grading and oiling the Deep Canyon Section of the McKenzie Highway, Deschutes County.

As requested, I enclose the original and four copies of the form of assignment to affect what you have in mind. These should be signed by both partners before witnesses as indicated. The original and one copy should be returned to me for further handling.

The Highway Commission's Chief Auditor is being instructed to make future payments in connection with this job in conformity with the provisions of the assignment and to withhold further payments pending receipt of the assignment properly executed and bearing the approval of the Saint Paul-Mercury Indemnity Company, which according to our records is surety on the performance bond that you furnished in connection with this job. We will accept either the endorsement of the Saint Paul-Mercury Indemnity Company on the attached form or a letter from the company stating that they consent to the assignment without prejudice to the bond.

Respectfully yours,

REFERRED TO.
Query
BY SECRETARY
& note & return - do not enter a
card until we get the assignment

Secretary
OREGON STATE HIGHWAY COMM.

NOTED
FLOYD QUERY

HBG:jne
Encls.
cc: St. Paul Fire and Marine Insurance Company
200 Mills Building
San Francisco, California

Cc H. Maison

Form A-204—1M—9-54

STA[illegible] OF OREGON—HIGHWAY DEPAR[illegible]ENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Ten and no/100

($10.00) Dollars, to us paid, we hereby sell, assign and transfer the within claim for all monies that are now due [illegible] or which may hereafter become due us from the State of Oregon in performance of work under State Highway contract No. 4592, Grading & oiling Deep Canyon Section of the McKenzie Highway in Deschutes County, Oregon.

to St. Paul Fire and Marine Insurance Company, 220 Mills Bldg., San Francisco Calif.

said St. Paul Fire and Marine Insurance Company and authorize and empower

and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of ORS 366.420, and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this .... day of ...., 1957

Executed in the presence of us as witnesses:

Allum Bros.

by .... Partner

by .... partner

State Printing 78306

This direction is pursuant to an assignment running from the undersigned to the Saint Paul-Mercury Indemnity Company contained in the Indemnity Agreement provided by us, as principal, to the Saint Paul-Mercury Indemnity Company, as surety, for all bonds written by said surety on our behalf, including the bond supporting this particular contract, a copy of which is attached. The St. Paul Fire and Marine Insurance Company is the assignee of the Saint Paul-Mercury Indemnity Company.

Yours very truly,

ALLUM BROS.

By Bill Allum
Bill M. Allum, Partner

By John Allum
John B. Allum, Partner

ANSWERED

ALLUM BROS.
P.O. BOX 253
EUGENE, OREGON

August 15, 1957

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

RE: File No. 80-800885
Obligee: State of Oregon
Principal: Allum Bros.
Contract No. 4592

This letter will serve to authorize and direct you to make any and all payments now owing by you to the undersigned or which may in the future become due and payable, arising out of and in accordance with the contract above numbered, covering the Deep Canyon Section of the McKenzie Highway in Deschutes County, to and only to the St. Paul Fire and Marine Insurance Company, 200 Mills Building, San Francisco, California. Please forward to the undersigned proper forms to accomplish this assignment.

This direction is pursuant to an assignment running from the undersigned to the Saint Paul-Mercury Indemnity Company contained in the Indemnity Agreement provided by us, as principal, to the Saint Paul-Mercury Indemnity Company, as surety, for all bonds written by said surety on our behalf, including the bond supporting this particular contract, a copy of which is attached. The St. Paul Fire and Marine Insurance Company is the assignee of the Saint Paul-Mercury Indemnity Company.

Yours very truly,

ALLUM BROS.

By Bill Allum
Bill M. Allum, Partner

By John Allum
John P. Allum, Partner

ANSWERED
[illegible]

GENERAL AGREEMENT [illegible]NDEMNITY

SAINT PAUL-MERCURY INDEMNITY COMPANY

ST. PAUL, MINNESOTA

Know All Men By These Presents, that whereas, the Saint Paul-Mercury Indemnity Company, hereinafter referred to as the Surety Company, has executed or may hereafter execute a bond or bonds on behalf of the undersigned or any of them, hereinafter referred to as Indemnitors, and/or the corporation(s) and/or firm(s) and/or individual(s) named in the Schedule hereof or any additions thereto;

And Whereas, the Indemnitors have a substantial, material and beneficial interest in the obtaining of the said bond or bonds.

Now, Therefore, in consideration of the premises and the sum of One ($1.00) Dollar in hand paid to the Indemnitors by the Surety Company, the receipt of which is hereby acknowledged, the Indemnitors, for themselves, their heirs, executors, administrators, successors and assigns jointly and severally hereby covenant and agree with the Surety Company, its successors and assigns, in the manner following:

1. That the Indemnitors will promptly pay or cause to be paid in cash to the Surety Company in advance, or if not in advance, at such times and in such manner as may be agreed upon, premium or premiums for such bond or bonds at the rates and at the times specified by the Surety Company and will continue to pay the same where such bond or bonds are continued until the Surety Company shall have been fully discharged and released from any and all liability upon the said bond or bonds, and all matters and things arising therefrom and until there shall have been furnished to the Surety Company satisfactory proof by evidence legally competent of such discharge and release.

2. The Indemnitors shall at all times (a) indemnify, and keep indemnified, and hold and save harmless the Surety Company from and against any and all liability, loss, damages, costs and expenses of whatever nature or kind which the Surety Company shall or may, at any time, sustain, incur, or be put to, for, or by reason, or in consequence of the Surety Company having given and executed any such bond or bonds and (b) shall immediately pay, reimburse and make good to the Surety Company all sums and amounts of money which the Surety Company shall pay, or cause to be paid, on account of the execution of any such bond or bonds, and (c) shall pay, as collateral security, to the Surety Company as soon as it shall become liable therefor on any such bond or bonds, any and all sums for which the Surety Company shall become liable, irrespective of whether the Surety Company shall have paid out such sums, or any part thereof.

The Indemnitors shall reimburse the Surety Company for all costs, counsel fees and expenses which it may incur in collecting a premium or a loss sustained on any such bond or bonds or in investigating any claim made thereunder, or in investigating any application, or in prosecuting or defending any action, suit or other proceeding which may be commenced or prosecuted against the principal, or against the Surety Company, upon any such bond or bonds, or in any wise relating thereto.

3. The Indemnitors, immediately upon becoming aware of any demand, notice, or proceeding preliminary to determining or fixing any liability with which the Surety Company may be subsequently charged under the said bond or bonds or any renewal thereof or any new bond issued in continuation thereof or as a substitute therefor, shall notify the Surety Company thereof in writing.

4. In the event the Surety Company is required, for any reason whatsoever, to reserve from its assets an amount to cover any contingent claim or claims under any of said bond or bonds it may issue, the Indemnitors hereby covenant and agree immediately on demand to deposit with the Surety Company, in current funds, an amount sufficient to cover any such contingent claim or claims, to be held by the Surety Company as collateral security on the said instrument, in addition to the indemnity afforded by this agreement; and if the Surety Company is required to enforce performance of this covenant by action at law or in equity, the costs, charges and expenses, which it may incur, shall be included in such action and be paid by the Indemnitors.

The Indemnitors further authorize and empower any attorney in any State of the United States, at request of the Surety Company, to appear for the Indemnitors, and confess judgment against them, and each of them, for any sum or sums due under this agreement up to the full amount of bond or bonds executed by the Surety Company, upon the faith and security afforded by the Indemnitors under this agreement, without stay of execution, waiving inquisition and condemnation of any real estate, and the Indemnitors, and each of them, do hereby waive the benefit of any law or laws now in force or which may hereafter become in force, exempting property from levy and sale upon execution; this authority to continue until the Surety Company's liability under any such bond or bonds shall have wholly terminated. Whenever the laws of any State shall provide a method for confession of judgment to which the authority hereby given will not apply, the Indemnitors further agree to execute upon the Surety Company's demand such papers as will carry into effect the entry of judgment by confession against the Indemnitors for the sum or sums above mentioned.

5. If any bond or bonds be given in connection with a contract, the Surety Company is hereby authorized, but not required, to consent to any change in the contract or in the plans or specifications relating thereto; to make or guarantee advances or loans for the purposes of the contract without the necessity of seeing to the

(OVER)

application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest by the Contractor to the Surety Company when due, shall be conclusively presumed to be a loss hereunder; in the event of the abandonment, forfeiture or breach of the contract, or the breach of any bond given in connection therewith, or the failure, neglect or refusal to pay for labor or materials used in the prosecution of the contract, to take possession of the work under the contract and, at the expense of the Indemnitors, to complete the contract, or cause, or consent, to the completion thereof. The Indemnitors hereby assign, transfer, and set over to the Surety Company (to be effective as of the date of any such bond, but only in the event of a default as aforesaid), all of their rights under the contract, including their right, title and interest in and to all subcontracts let in connection therewith; all machinery, plant, equipment, tools and materials which shall be upon the site of the work or elsewhere for the purposes of the contract, including all materials ordered for the contract, and any and all sums due under the contract at the time of such abandonment, forfeiture, breach, failure, neglect or refusal, or which may thereafter become due, and the Indemnitors hereby authorize the Surety Company to endorse in the name of the payee, and to collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof.

6. That the Surety Company may, at any time hereafter, without releasing or discharging the Indemnitors from any claim, demand, damage, action, costs, liability or any other expense theretofore incurred or accrued, take such action as it might deem necessary or proper to obtain its release from any and all liability under the said bond or bonds, and the Indemnitors further agree that they shall further secure and indemnify the Surety Company against any and all charges, liabilities and expenses of whatever nature which the Surety Company may sustain or incur or be put to in obtaining such release.

7. The Surety Company may also alter, change, modify, amend, limit or extend the said bond or bonds, and any renewal or other obligation in place or in lieu thereof, and in any such case the Indemnitors shall be liable to the Surety Company as fully and to the same extent on account of any such altered, changed, modified, amended, limited or extended bond or bonds or renewal or substitution thereof, whenever and as often as made, as though such bond or bonds is or are described at length herein.

8. The Surety Company may also adjust, settle or compromise any claim or suit arising under said bond or bonds, and with respect to any such claim or suit, take whatever action it may deem appropriate; and its determination as to whether any such claim or suit shall be settled or defended shall be binding and conclusive upon the Indemnitors.

9. That it shall not be necessary for the Surety Company to give to the Indemnitors or any of them notice, which is hereby expressly waived, of any act, fact or information coming to the notice or knowledge of the Surety Company concerning or affecting its rights or liabilities under any such bond or bonds by it so executed, or the rights and liabilities of the Indemnitors herein.

10. Any property of any kind which may have been, or may hereafter be pledged as collateral security on any one or more of such bonds may, at the option of the Surety Company, be retained as collateral security on any and all bonds coming within the scope of this agreement, whether theretofore or thereafter executed, and for the full and complete performance in all respects of the covenants of the Indemnitors. In case the Surety Company should deem it advisable for the purpose of meeting any actual or prospective claim or demand under any such bond or bonds or to pay any expenses incurred or to be incurred in connection therewith, or in case the Surety Company should be of the opinion that said property is likely to so decline in market value that the security to the Surety Company will be inadequate, the Surety Company shall have full power and authority, without notice to the Indemnitors or any of them, to sell, assign, and deliver said collateral, or any part thereof at public or private sale at the option of the Surety Company, its successors and assigns, with the right to be the purchaser itself at any such sale, and to use the proceeds, or any such part thereof as may be necessary, in order to protect itself and any other Surety or Sureties executing such bond or bonds against loss, costs, damages, attorneys' fees and expenses as aforesaid; and, after deducting all legal and other costs and expenses of such sale, and all such loss, costs, damages, attorneys' fees and expenses as aforesaid, and all premiums due the Surety Company or any such Surety or Sureties for any such bond or bonds, shall return the remainder of such collateral or the proceeds of sale, if any, to the person or persons legally authorized to receive the same; provided the Surety Company shall not be responsible for any loss resulting to said property from any cause other than the wrongful act or neglect of its officers and employes.

11. The Surety Company shall have the absolute right at its option to decline to execute any bond or bonds without impairing the validity of this agreement.

12. That this instrument shall protect, in the name of the Surety Company, any and all surety or reinsuring companies that may assume reinsurance or co-suretyship on any such bond or bonds, and in like manner, shall indemnify such other reinsurer or co-surety as the Surety Company has procured or may procure to execute or to join with it in executing any such bond or bonds, it being agreed that this instrument shall inure to the benefit of any such reinsurer or co-surety, so as to give it or them the right of action hereunder.

13. That the acceptance of security or consideration shall not be taken as a waiver of any right or remedy which the Surety Company might have by statute or otherwise.

14. In case the execution hereof by any of the parties herein mentioned may be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this obligation or the liability hereunder as to any or all of the parties executing this obligation; but each and every of the parties joining herein shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. This agreement although executed subsequent to the issuance of any bond or bonds referred to herein is of the same force and effect as though executed prior to the issuance of such bond or bonds.

SCHEDULE

NAME	ADDRESS
John P. Allum and Bill Allum, dba Allum Brothers and John P. Allum and Bill Allum, Individually	P. O. Box 253 Eugene, Oregon

In Testimony Whereof, the Indemnitors have hereunder set their hands and affixed their seals this 14th day of February 1955.

Signed, sealed and delivered
in the presence of

John P. Allum (Seal)
Address

Bill Allum (Seal)
Address

STATE OF Oregon
COUNTY OF Lane } ss.:

On the 14th day of February, in the year 1955, before me personally came John P. Allum and Bill Allum to me known, and known to me to be the individuals described in and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same.

Howard W. S. Berge
Notary Public.

Notary Public in and for the State of Oregon.
My Commission Expires Oct. // 1958

Lane County.

STATE OF
COUNTY OF } ss.:

On the ……… day of ………, in the year ………, before me personally came ……… to me known who, being by me duly sworn, did depose and say, that he resides in ………, that he is the ……… of the ……… the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public.

County.

(SEAL)

STATE OF
COUNTY OF } ss.:

On the ……… day of ………, in the year ………, before me personally came ……… to me known and known to me to be a member of the firm of ……… described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of the said firm.

Notary Public.

County.

Files

RECEIVED
AUG 16 1957

FOR FILING
F-117 ([illegible])
4-2

August 15, 1957

St. Paul-Mercury Indemnity Company
200 Mills Building
San Francisco 6, California

Attention: Mr. R. E. Jones
Bond Claims Department

Gentlemen:

This acknowledges your letter of August 14, 1957 in which you request that we withhold any and all progress payments and retentions due or to become due Allum Brothers in connection with State Highway Contract No. 4592, which was awarded to Allum Brothers, for grading and oiling the Deep Canyon Section of the McKenzie Highway in Deschutes County, Oregon, until such time as you notify us in writing to the contrary.

We shall be pleased to comply with your request. Our Chief Auditor is being instructed accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison

REFERRED
BY SECRETARY

note on card

NOTED ON CARD
em

files

The St. Paul Companies
INSURANCE
LAND • SEA • AIR
FOUNDED 1853

ST. PAUL FIRE and MARINE INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

PACIFIC DEPARTMENT, 200 Mills Building, SAN FRANCISCO 6, CALIFORNIA Phone SUtter 1-4022

August 14, 1957

AIR MAIL

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

RE: Bond No. 1743975 - Claim No. 80-800885
Principal: Allum Brothers
Obligee: State of Oregon
Contract No. 4592

I wish to confirm my telephone conversation with Mr. Glaisyer on August 14, 1957, wherein I advised him that this Company, as surety, under our bond above numbered given to the State of Oregon as obligee under Contract No. 4592 covering the Deep Canyon Section of the McKenzie Highway in Deschutes County, hereby gives notice to withhold any and all progress payments and retentions due or to become due on this job until such time as we notify you in writing to the contrary.

We are advised there are unpaid material and labor claims against this job in an amount approximating the balance of the contract funds. We have received notices of levy filed by the United States Internal Revenue Service aggregating in excess of $36,000.00 filed against these funds.

We are meeting with Allum Brothers in order that these matters might be properly settled.

Yours very truly,

R. E. Jones
Bond Claims Department

REJ:hw
Enc.

NOTED ON CARD
eml

RECEIVED
AUG 15 1957
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
AUG 15 1957
FOR FILING

1342

files

Salem, Oregon
August 14, 1957

Withholding payments to Allum Bros. on
State Highway Contracts No. 4880 and
No. 4592

Mr. C. H. Maison
Chief Auditor
BUILDING

This note is to confirm the information that I gave to you a few moments ago over the telephone regarding future payments to Allum Brothers in connection with State Highway Contracts No. 4880 and No. 4592.

The surety on the bond furnished by Allum Brothers in connection with these jobs has just advised me by telephone to withhold all payments to the contractor in connection with both of these jobs. They will confirm their request by letter which I anticipate receiving in tomorrow morning's mail. If and when received, I will give you a copy of it.

In the meantime, as stated above, all payments in connection with both jobs are to be withheld starting today.

Secretary

HBG/dp

REFERRED TO
Query

Noted

NOTED
FLOYD QUERY

NOTED ON CARD
em

RECEIVED
AUG 13 1957
FOR FILING

[illegible]

4512

Salem, Oregon
August 12, 1957

Mr. L. I. Lindas
Chief Counsel

Attached is a Notice of Levy served on me by the U.S. Internal Revenue Service at 10:30 a.m. this morning. The levy is against Allum Bros. in the amount of $15,327.69 for unpaid internal revenue taxes. This appears to be a duplicated filing of a notice filed July 9, 1957 against Allum Bros. in the sum of $21,417.18.

This filing may apply to funds due the contractor under our Contracts 4880 and 4592.

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enc.

RECEIVED
AUG 13 1957
FOR FILING

E. 7(2)

4592

August 12, 1957

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

A Notice of Levy was filed in this office at 10:30 a.m. this morning by the U. S. Internal Revenue Service against Allum Bros. for internal revenue taxes in the amount of $15,327.69. This appears to be a duplicate filing in a smaller amount for a filing which was made in our office on July 9, 1957 in the amount of $21,417.18. This filing may apply to funds due the contractor under our contracts 4880 and 4592.

We provide this information as your Company appears as Surety on the Performance Bonds of the contracts mentioned.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HQ:fp

cc Tromp & McKinley Agency
43 West Broadway
Eugene, Oregon

Allum Bros.
960 West 7th Street
Eugene, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper
C. H. Mason.

RECEIVED
AUG 1 1957
FOR FILING

FORM 830—12½M—6-55—88209
[illegible]

45[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1957

SUBJECT: Allum Bros. Contractors
Contract No. 4592
Contract No. 4880

To: Mr. H. B. Glaisyer
Secretary
Office

In regard to the "Notice of Levy" which was served on you concerning the above-named contract, please be advised that the sum of $21,417.18, in addition to any other attachments which might be levied, should be withheld from the retained percentages until the "Notice of Levy" is properly discharged.

G E Rohde
G. E. ROHDE
Assistant Counsel

GER:bk
cc - C. H. Maison, Auditor

REFERRED TO
[illegible] 6th
BY SECRETARY

& noted on cards.

NOTED
H. B. GLAISYER

NOTED ON CARDS
em

RECEIVED
AUG 5 1957
FOR FILING

4592

file

Salem, Oregon
July 31, 1957

Allum Brothers --
Contracts 4592 and 4880

C. H. Maison
Auditor

On July 9, 1957 there was served on this office by the United States Internal Revenue Service a notice of levy against Allum Brothers in the amount of $21,417.18. This notice appears to be a lien upon all payments that are due Allum Brothers in connection with State Highway Contracts, particularly Contracts Nos. 4592 and 4880. In conformity with this notice you are now withholding funds earned by Allum Brothers in connection with the above contracts.

Mr. Bob Jones, San Francisco, representative of the St. Paul Mercury and Indemnity Company and the St. Paul Fire and Marine Insurance Company, which wrote the bond in connection with the above mentioned contracts, telephoned me today about this lien and inquired whether or not it is the intention of the State Highway Department to withhold future payments to Allum Brothers until the lien had been satisfied. There is now due in payments to Allum Brothers approximately $23,000. They have $19,000 worth of bills outstanding which they wish to pay with this money. If it is the intention of the State Highway Department to withhold payments, then Allum Brothers will close down their work, thus delaying completion of both jobs.

REFERRED TO [illegible] BY SECRETARY

Inst. on cards for both jobs

It is my understanding that the amount of the retained percentage that we are holding on these jobs is more than sufficient to satisfy the lien of the Internal Revenue Service. I have discussed this matter with Mr. Leonard Lindas, Chief Counsel, who was advised of the facts. Mr. Lindas stated that circumstances being as presented, it would be satisfactory to release to Allum Brothers monies due on current estimates, but we must make certain that we retain a sufficient amount to offset the amount of the lien.

In view of Mr. Lindas' advice, it will be satisfactory for you to send to Allum Brothers warrants covering the payments now due; however, bear in mind we must retain at least $21,417.18 to pay the Government's claim until the matter of the lien has been resolved. There is a possibility that the lien may be satisfied by an assignment of funds. If and when that materializes, I will advise you further.

H. B. Glaisyer, Secretary

HBG:jmc
cc: L. I. Lindas

NOTED ON CARD
em

RECEIVED
JUL 12 1957
FOR FILING

July 11, 1957

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

On July 9, the U. S. Internal Revenue Service served a Notice of Levy in this office against Allum Bros. The levy is in the sum of $21,417.18 for internal revenue taxes, and may be applicable to funds due Allum Bros. on Contract No. 4592 for grading and oiling the Deep Canyon Section of the McKenzie Highway in Deschutes County, and on Contract No. 4880 for grading and oiling the Silver Lake Section of the Fremont Highway in Lake County.

We provide this information as your Company appears as Surety on the Performance Bonds of the contracts mentioned.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

cc Tromp & McKinley Agency
43 West Broadway
Eugene, Oregon

Allum Bros.
960 West 7th Street
Eugene, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

noted on
Card

Salem, Oregon
July 9, 1957

Leonard I. Lindas
Chief Counsel Office

Attached is a notice of levy by the Internal Revenue Service filed in this office at 10:15 a.m. today. The levy is against Allum Brothers, pertaining to funds which may be due them from the State Highway Department.

A reply should be made to the Internal Revenue Service in Salem, attention of Mr. Robert A. Weber, and an envelope is attached for that purpose.

Secretary

FQ:em

Attach. 2

cc: C. H. Maison

NOTED ON CARDS
em

Form 668-A
REV. JULY 1956

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

NOTICE OF LEVY

TO: (Name of person holding property, moneys, etc., belonging to taxpayer)

Oregon State Highway Commission, Salem, Oregon

You are hereby notified that there is now due, owing, and unpaid from

NAME AND ADDRESS OF TAXPAYER

Allum Brothers, 960 West 7th St., Eugene, Oregon

to the United States of America the sum of

Twenty one thousand four hundred seventeen and 18/100 Dollars $ 21,417.18

for Internal Revenue taxes, to wit:

PERIOD AND TYPE OF TAX	DATE OF ASSESSMENT	ACCOUNT NO.	UNPAID BALANCE	STATUTORY ADDITIONS	TOTAL
			$	$	$
1955 IT (JW Allum)	8/31/56	BP 1500202-56	2,957 85	668 82	3,626 67
1955 IT (JW Allum)	9/14/56	9-14-516203-56	6,804 77	256 06	7,060 83
1955 IT (B Allum)	8/8/56	BP-1500186-56	3,135 74	651 02	3,786 76
1955 IT (B Allum)	9/14/56	9-14-516207-56	6,638 04	310 89	6,942 93
				Int to 7/20/57	
				TOTAL AMOUNT DUE	$ 21,417 18

You are further notified that demand has been made upon the taxpayer for the amount set forth herein, and that such amount is still due, owing, and unpaid from this taxpayer, and that the lien provided for by Section 6321, Internal Revenue Code of 1954, now exists upon all property or rights to property belonging to the aforesaid taxpayer. Accordingly, you are further notified that all property, rights to property, moneys, credits, and bank deposits now in your possession and belonging to this taxpayer (or with respect to which you are obligated) and all sums of money or other obligations owing from you to this taxpayer are hereby levied upon and seized for satisfaction of the aforesaid tax, together with all additions provided by law, and demand is hereby made upon you for the amount necessary to satisfy the liability set forth herein, or for such lesser sum as you may be indebted to him, to be applied as a payment on his tax liability.

Dated at Eugene this 5th day of July 1957

DISTRICT DIRECTOR OF INTERNAL REVENUE	BY (Signature)	TITLE
R C Granquist	J.S. Koeppen	Coll. Officer

CERTIFICATE OF SERVICE

I hereby certify that this levy was served by handing a copy of this notice of levy to

NAME AND TITLE Floyd Query - Assistant Secretary

on July 9, 1957 at 12:15 a.m. ~~p.m.~~

COLLECTION OFFICER (Signature)

FORM E-122K 37½M

RECE
JUN

4592

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 31, 1957

W. C. WILLIAMS

Redmond Chamber of Commerce
521 South Sixth Street
Redmond, Oregon

Attention: Patricia Gregg, Secretary

Gentlemen:

In reply to your letter of May 25, 1950 re the completion of the two jobs on the Sisters-Redmond Section, I wish to advise that, weather permitting, the contractor intends to start work on the final phases of the Cline Falls job on June 3. A regrettable delay on this project was caused by the fact that inclement weather arrived a little too early in the fall of 1957, making it impossible to put on the final seal and get the job "cured" while the weather was still sufficiently warm. A surfacing type such as this must be completed and opened to traffic under conditions of warmth.

Referring to the Dry Canyon project, the best estimate I can give you at this time is that it will be open about July 1. This has been a particularly difficult job for the contractor, but it now seems to be drawing to a conclusion, with the surfacing scheduled to be completed about July 1, as stated above.

Very truly yours,

W. C. Williams
State Highway Engineer

By Forrest Cooper

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. W. C. Williams

7

FORM E-1

REDMOND CHAMBER OF COMMERCE

521 S. Sixth Street
Redmond Hotel
Redmond, Oregon

May 25, 1957

Mr. Forest Cooper
Assistant High way Engineer
Salem, Oregon

Dear Mr. Cooper,

I have been asked by the members of the Redmond Chamber of Commerce to inquire as to the date the Cline Falls road and Bridge will be open for traffic. Can you give us any date at all? We were under the impression that the road was to have been oiled May 15th. Also can you give any dates on the Dry Canyon road? Thank you.

Yours very truly,

Patricia Gregg, Sec.

Redmond Chamber of Commerce.

FORM E-12

REDMOND CHAMBER OF COMMERCE

521 S. Sixth Street
Redmond Hotel
Redmond, Oregon

May 25, 1957

Mr. Forest Cooper
Assistant High way Engineer
Salem, Oregon

Dear Mr. Cooper,

I have been asked by the members of the Redmond Chamber of Commerce to inquire as to the date the Cline Falls road and Bridge will be open for traffic. Can you give us any date at all? We were under the impression that the road was to have been oiled May 15th. Also can you give any dates on the Dry Canyon road? Thank you.

Yours very truly,

Patricia Gregg, Sec.
Redmond Chamber of Commerce.

RECEIVED
MAY 29 1957

FOR FILING
F 117 (20)
4592

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 28, 1957

SUBJECT:

To: Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

The subcontract between Allum Brothers and Babler Brothers, covering Items 19 through 24 of the Deep Canyon Contract No. 4592, Oregon F-117 (20), is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:ob

Encls.

cc to: Forrest Cooper
C. G. Polk (2)

NOTED
FORREST COOPER

RECEIVED
MAY 29 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 16 1956
FOR FILING

FORM E-90X—37,500—2-55—62997

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15, 1956

SUBJECT: Deep Canyon Section
McKenzie Highway
Contract No. 4592

To:

~~Mr. Dean Swift~~
~~Division Engineer~~
~~State Highway Department~~
~~Bend, Oregon~~

NOTED
W. C. WILLIAMS

Reference is made to Laboratory Reports Nos. 388973, 388974, and 388975, dated May 14, 1956 showing an excess of material retained on the 3/8-inch screen ranging from 6.7 to 98 percent, and a deficiency of about 1 percent passing the ¼-inch screen in the 3/4"-0 surfacing material being produced by Allum Brothers.

Will you please instruct the resident engineer to have the contractor alter his pit and plant operations so as to increase the percentage of crushed material passing the 3/8" screen to an acceptable percentage. This should automatically benefit the percentage of the material passing the ¼-inch screen.

Will you also, please instruct the resident engineer to so mark samples of improved materials submitted for test that it is clear they represent corrected materials.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
MAY 16 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Form PR 2 (Revised 1950)

RECEIVED
MAY 1 - 1956
FOR FILING

F-117 (20)

4592

State Oregon
Project No. F-117(20)
CPRS-1969

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 23rd day of April, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of November, 1955, a program, which was approved on the 23rd day of November, 1955, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 2nd day of December, 1955, and the sum of two hundred thirty-eight thousand and 00/100 dollars ($238,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT E DISPOSAL OF THE HIGHWAY PARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 0+00 and 192+50 east of Sisters,

, length 3.646 miles, in Deschutes County, being Oregon project No. F-117(20), consisting of 3.646 miles of roadway and no bridges,[illegible]h of more than 20 feet clear span, [illegible].

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred thirty-eight thousand and 00/100 dollars ($238,000.00), which does not exceed the authorized Federal pro rata share of three hundred eighty-four thousand, four hundred fifty-two and 20/100 dollars ($384,452.20), the approved total estimated cost of said project.

PAYMENTS

Article V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

By ____________________
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By ____________________
Member, State Highway Commission
(Title of officer)

By ____________________
____
(Title of officer)

By ____________________
____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By ____________________
Division Engineer,
Bureau of Public Roads.

A4.62

U. S. GOVERNMENT PRINTING OFFICE : 10—11279-5

Oregon State Highway Department

Federal Aid
Project No. F-117(20)

DEEP CANYON SECTION OF THE McKENZIE
HIGHWAY IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code 5231
2 Lane Roadway (Sta. 0+00 to Sta. 14+00)(Sta. 130+00 to Sta. 192+50)(Contract No. 4592)

All	Required	Clearing and Grubbing (40%)	$	$ 7,200.00
20	cu. yds.	Drainage Excavation, Unclassified	3.00	60.00
31,500	cu. yds.	General Excavation, Unclassified	0.80	25,200.00
134,300	yd. sta.	Short Overhaul	0.01	1,343.00
800	C-yd.sta.	Long Overhaul	0.40	320.00
1.45	mile	Finishing Roadbed and Slopes	500.00	725.00
700	lin. ft.	Rounding Cutbanks	0.10	70.00
170	lin. ft.	12-inch Corrugated Metal Pipe	3.00	510.00
230	lin. ft.	18-inch Corrugated Metal Pipe	3.80	874.00
40	only	Metal Sight Posts	2.50	100.00
14,500	cu. yds.	Coarse Crushed Material in Base	1.50	21,750.00
2,100	cu. yds.	3/4" - 0 Material in Base	1.75	3,675.00
400	M-gal.	Sprinkling	2.00	800.00
1.45	miles	Preparation of Base	500.00	725.00
220	cu. yds.	3/4" - 0 Material in Binder Course	3.50	770.00
1,000	cu. yds.	Furnishing and Placing Aggregates	3.50	3,500.00
35	tons	RC-3 Asphalt	40.00	1,400.00
70	tons	150-200 Asphalt	45.00	3,150.00
20	tons	RS-1 Asphalt	45.00	900.00
			Subtotal	$ 73,072.00
			10% Engr. & Cont.	7,307.20
			Total	$ 80,379.20

Length of Roadway 1.449 Miles
Cost of Roadway Per Mile $55,472.18

Type Code 5231
2 Lane Roadway (Sta. 14+00 to Sta. 130+00)(Contract No. 4592)

All	Required	Clearing and Grubbing (60%)	$	$ 10,800.00
All	Required	Removal of Bridge		2,000.00
70	cu. yds.	Drainage Excavation, Unclassified	3.00	210.00
185,000	cu. yds.	General Excavation, Unclassified	0.80	148,000.00
851,400	yd. sta.	Short Overhaul	0.01	8,514.00
29,600	C-yd.sta.	Long Overhaul	0.40	11,840.00
2.20	miles	Finishing Roadbed and Slopes	500.00	1,100.00
3,200	lin. ft.	Rounding Cutbanks	0.10	320.00
370	lin. ft.	18-inch Corrugated Metal Pipe	3.80	1,406.00
160	lin. ft.	36-inch Corrugated Metal Pipe	10.00	1,600.00
120	lin. ft.	16-inch Coated Steel Pipe	7.00	840.00
4	cu. yds.	Concrete End Basins	80.00	320.00
6,300	lin. ft.	Metal Guard Rail	2.50	15,750.00
60	only	Metal Sight Posts	2.50	150.00
27,900	cu. yds.	Coarse Crushed Material in Base	1.50	41,850.00

4,000 cu. yds.	3/4" - 0 Material in Base	$1.75	$ 7,000.00
800 M-gal.	Sprinkling	2.00	1,600.00
2.20 miles	Preparation of Base	500.00	1,100.00
480 cu. yds.	3/4" - 0 Material in Binder Course	3.50	1,680.00
2,300 cu. yds.	Furnishing and Placing Aggregates	3.50	8,050.00
75 tons	RC-3 Asphalt	40.00	3,000.00
170 tons	150-200 Asphalt	45.00	7,650.00
50 tons	MS-1 Asphalt	45.00	2,250.00
		Subtotal	$276,430.00
		10% Engr. & Cont.	27,643.00
		Total	$304,073.00

Length of Roadway 2.197 Miles
Cost of Roadway Per Mile $138,403.73

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2 Lane Roadway	$ 80,379.20	$ 49,760.00	$ 30,619.20
3 Lane Roadway	304,073.00	188,240.00	115,833.00
	$384,452.20	$238,000.00	$146,452.20

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-117(20)

DEEP CANYON SECTION OF THE MCKENZIE
HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Nov. 30, 1955

Type Code 5231
2 Lane Roadway (Sta. 0+00 to Sta. 14+00)(Sta. 130+00 to Sta. 192+50)

All Required	Clearing and Grubbing (40%)	$	$ 3,200.00
20 cu. yds.	Drainage Excavation, Unclassified	4.00	80.00
31,500 cu. yds.	General Excavation, Unclassified	1.25	39,375.00
134,300 yd. sta.	Short Overhaul	0.01	1,343.00
800 C-yd.sta.	Long Overhaul	0.40	320.00
1.45 mile	Finishing Roadbed and Slopes	1,000.00	1,450.00
700 lin. ft.	Rounding Cutbanks	0.20	140.00
170 lin. ft.	12" Corrugated Metal Pipe	3.25	552.50
230 lin. ft.	18" Corrugated Metal Pipe	4.00	920.00
40 only	Metal Sight Posts	2.50	100.00
14,500 cu. yds.	Coarse Crushed Material in Base	1.50	21,750.00
2,100 cu. yds.	3/4" - 0 Material in Base	1.75	3,675.00
400 M-gal.	Sprinkling	2.50	1,000.00
1.45 miles	Preparation of Base	200.00	290.00
220 cu. yds.	3/4" - 0 Material in Binder Course	4.25	935.00
1,000 cu. yds.	Furnishing and Placing Aggregates	4.25	4,250.00
35 tons	RC-3 Asphalt	42.00	1,470.00
70 tons	150-200 Asphalt	40.00	2,800.00
20 tons	RS-1 Asphalt	42.00	840.00
	Subtotal		$ 84,490.50
	10% Engr. & Cont.		8,449.05
	Total		$ 92,939.55

Length of Roadway 1.449 Miles
Cost of Roadway Per Mi. $64,140.47

Type Code 5231
3 Lane Roadway (Sta. 14+00 to Sta. 130+00)

All Required	Clearing and Grubbing (60%)	$	$ 4,800.00
All Required	Removal of Bridge		1,200.00
70 cu. yds.	Drainage Excavation, Unclassified	4.00	280.00
185,000 cu. yds.	General Excavation, Unclassified	1.25	231,250.00
851,400 yd. sta.	Short Overhaul	0.01	8,514.00
29,600 C-yd. sta.	Long Overhaul	0.40	11,840.00
2.20 miles	Finishing Roadbed and Slopes	1,000.00	2,200.00
3,200 lin. ft.	Rounding Cutbanks	0.20	640.00
370 lin. ft.	18" Corrugated Metal Pipe	4.00	1,480.00

160 lin. ft.	36" Corrugated Metal Pipe	$12.00	$ 1,920.00
120 lin. ft.	16" Coated Steel Pipe	7.50	900.00
4 cu. yds.	Concrete End Basins	100.00	400.00
6,300 lin. ft.	Metal Guard Rail	2.50	15,750.00
60 only	Metal Sight Posts	2.50	150.00
27,500 cu. yds.	Coarse Crushed Material in Base	1.50	41,250.00
4,000 cu. yds.	3/4" - 0 Material in Base	1.75	7,000.00
800 M-gal.	Sprinkling	2.50	2,000.00
2.20 miles	Preparation of Base	200.00	440.00
480 cu. yds.	3/4" - 0 Material in Binder Course	4.25	2,040.00
2,300 cu. yds.	Furnishing and Placing Aggregates	4.25	9,775.00
75 tons	RC-3 Asphalt	42.00	3,150.00
170 tons	150-200 Asphalt	40.00	6,800.00
50 tons	RS-1 Asphalt	42.00	2,100.00
	Subtotal		$355,879.00
	10% Engr. & Cont.		35,587.90
	Total		$391,466.90

Length of Roadway 2.197 Miles
Cost of Roadway Per Mi. $178,182.47

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2 Lane Roadway	$ 92,939.55	$ 57,559.00	$ 35,380.55
3 Lane Roadway	391,466.90	242,441.00	149,025.90
	$484,406.45	$300,000.00	$184,406.45

Oregon State Highway Department

Federal Aid Project
No. F-117(20)

DEEP CANYON SECTION

OF THE McKENZIE HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 13, 1955

Type Code 5231
2-lane Roadway (Sta. 0+00 to Sta. 14+00)(Sta. 130+00 to Sta. 192+50)

All Required	Clearing and Grubbing (40%)		$ 3,200.00
20 cu. yds.	Drainage Excavation, Unclassified	$ 4.00	80.00
31,500 cu. yds.	General Excavation, Unclassified	1.10	34,650.00
134,300 yd. sta.	Short Overhaul	0.01	1,343.00
800 C-yd. sta.	Long Overhaul	0.40	320.00
1.45 miles	Finishing Roadbed and Slopes	1,000.00	1,450.00
700 lin. ft.	Rounding Cutbanks	0.20	140.00
170 lin. ft.	12-inch Corrugated Metal Pipe	3.25	552.50
230 lin. ft.	18-inch Corrugated Metal Pipe	4.00	920.00
40 only	Metal Sight Posts	2.50	100.00
14,500 cu. yds.	Coarse Crushed Material in Base	1.50	21,750.00
2,100 cu. yds.	3/4" - 0 Material in Base	1.75	3,675.00
400 M-gal.	Sprinkling	2.50	1,000.00
1.45 miles	Preparation of Base	200.00	290.00
220 cu. yds.	3/4" - 0 Material in Binder Course	4.25	935.00
1,000 cu. yds.	Furnishing and Placing Aggregates	4.25	4,250.00
35 tons	RC-3 Asphalt	42.00	1,470.00
70 tons	150-200 Asphalt	40.00	2,800.00
20 tons	RS-1 Asphalt	42.00	840.00
	Subtotal		$ 79,765.50
	10% Engr. & Cont.		7,976.55
			$ 87,742.05

Length of Roadway 1.449 miles
Cost of Roadway per mile $60,553.51

Type Code 5231
3-lane Roadway (Sta. 14+00 to Sta. 130+00)

All Required	Clearing and Grubbing (60%)		$ 4,800.00
All Required	Removal of Bridge		1,200.00
70 cu. yds.	Drainage Excavation, Unclassified	$ 4.00	280.00
185,000 cu. yds.	General Excavation, Unclassified	1.10	203,500.00
851,400 yd. sta.	Short Overhaul	0.01	8,514.00
29,600 C-yd. sta.	Long Overhaul	0.40	11,840.00
2.20 miles	Finishing Roadbed and Slopes	1,000.00	2,200.00
3,200 lin. ft.	Rounding Cutbanks	0.20	640.00
370 lin. ft.	18-inch Corrugated Metal Pipe	4.00	1,480.00

160 lin. ft.	36-inch Corrugated Metal Pipe	12.00	1,920.00
120 lin. ft.	16-inch Coated Steel Pipe	7.50	900.00
4 cu. yds.	Concrete End Basins	100.00	400.00
6,300 lin. ft.	Metal Guard Rail	2.50	15,750.00
60 only	Metal Sight Posts	2.50	150.00
27,500 cu. yds.	Coarse Crushed Material in Base	1.50	41,250.00
4,000 cu. yds.	3/4" - 0 Material in Base	1.75	7,000.00
800 M-gal.	Sprinkling	2.50	2,000.00
2.20 miles	Preparation of Base	200.00	440.00
480 cu. yds.	3/4" - 0 Material in Binder Course	4.25	2,040.00
2,300 cu. yds.	Furnishing and Placing Aggregates	4.25	9,775.00
75 tons	RC-3 Asphalt	42.00	3,150.00
170 tons	150-200 Asphalt	40.00	6,800.00
50 tons	RS-1 Asphalt	42.00	2,100.00
	Subtotal		$328,129.00
	10% Engr. & Cont.		32,812.90
			$360,941.90

Length of Roadway 2.197 miles
Cost of Roadway per mile $164,288.52

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-lane Roadway	$ 87,742.05	$ 54,364.00	$ 33,378.05
3-lane Roadway	360,941.90	223,636.00	137,305.90
	$448,683.95	$278,000.00	$170,683.95

RECEIVED
[illegible] 1956
FOR FILING

FORM E-30X

[illegible]
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

April, 23, 1956

SUBJECT:

To:

Allum Bros.
3rd & Garfield Sts.
P. O. Box 253
Eugene, Oregon

Subject: Deep Canyon Project
McKenzie Highway
Contract No. 4592

W. C. WILLIAMS

Gentlemen:

It has come to the attention of this office that the progress on the Deep Canyon project, McKenzie Highway, is not satisfactory. At the present rate of progress it seems unlikely that you can complete the job on the specified completion date of September 30, 1956.

I am therefore requesting that you furnish this office with your proposed schedule of operations, additional equipment you anticipate using to step up production, etc.

I wish to call your attention to the fact that 40% of the time for completion of this contract has elapsed, whereas only 17% of the work has been accomplished.

Very truly yours,

L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:ep

cc - Mr. W. C. Williams ✓
Mr. Dean Swift

RECEIVED
APR 24 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 19 1956
FOR FILING

FORM E-90X—60M—11-55—90255

[illegible]
4592

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 16, 1956

SUBJECT: Deep Canyon Section
McKenzie Highway
Contract No. 4592

NOTED
W. C. WILLIAMS

To:

Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

Reference is made to Laboratory Reports Nos. 384505 and 384507 and 384509, dated March 13th; and 384595 and 384596, dated March 14th, 1956 showing that the cinder fines had a high liquid limit, 10 to 14 percent above that allowed for crush rock. The cinder material represented by Test No. 384509 showed 2% excess passing the ¼-inch screen, the balance shows percentages from 1 to 4½ of the allowable limit.

This material is suitable for use only because of the existence of exceptionally high resistance to shear because greater angle of internal friction inherent to cinder or slag material.

However, every effort should be made to keep the percentage passing the ¼-inch as low as allowable and practicable, so that the presence of excessive amounts of non-plastic fines will not eventually foul the interfaces. Should this occur a loss in shear strenth will follow with a resultant breakage of the 0-11 oil mat.

Will you please instruct the resident engineer to pay particular attention to this presence of fines, and have the contractor control the amount of the cinder fines passing the ¼-inch screen.

Will you please have the resident engineer mark samples of the cinder materials taken for laboratory tests after plant or pit changes, so that it is clear they represent the product of changed operations.

L. H. Young
Ass't. Construction Engineer

LHY-WCH:of
W. C. Williams
cc to: Ray Webber

RECEIVED
MAR 16 1956
FOR FILING

FORM E-30X—50M—11-55

F-117(20)

45[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 12, 1956

SUBJECT: Deep Canyon Section
McKenzie Highway
Contract No. 4592

NOTED
W. C. WILLIAMS

To: Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

Reference is made to Laboratory Tests Nos. 384248, 384249, 384250 and 384251, dated March 7th and 8th, 1956, showing the following:

Deficient in material retained on 1-inch screen	- 2.4 to 7.9%
Excess material passing the ¼-inch screen	- 1.9 to 12.5%
Higher than normal LL for cinders - Excess above specifications	- 12 to 23%

This material is not suitable for base course because of the poor gradation of sizes. The high LL is indicative of a large amount of non-plastic fines that coupled with the excessive amount of material passing the ¼-inch screen can cause a muddy condition of the base course with resultant lessening of the resistance to shear stresses. Will you please inform the resident engineer that this type of cinder material will require constant site screening and very close inspection. It is suggested that a series of sand equivalent tests be run as the crushed cinders are produced, and that the results be tied into the H.D. number of samples sent to the laboratory for tests.

Will you also request the resident engineer to so mark the samples of corrected materials that it is clear they represent the result of plant or pit operation changes.

L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED

RECEIVED
FEB 14 1956
FOR FILING

F-117(20)
4592

February 10, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering flagging on the Deep Canyon Section of the McKenzie Highway in Deschutes County, Contract No. 4592, in connection with Federal Aid Project No. F-117(20).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

Enl.

DBP:ch

RECEIVED
JAN 25 1956
FOR FILING

F-11-X33)
4592

January 25, 1956

Allum Bros.
P. O. Box 253
Eugene, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4592, which was awarded to you on January 5 by the State Highway Commission, covering the Deep Canyon Section of the McKenzie Highway in Deschutes County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

6

RECEIVED
JAN 19 1956
FOR FILING

F 117(20)
4592

January 18, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on January 11, 1956 on Contract No. 4592, Deep Canyon Section in Deschutes County, in connection with Federal Aid Project No. F-117(20).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBF:ch

RECEIVED
JAN 12 1956
FOR FILING

F-15(20)
4592

January 5, 1956

Allum Bros.
Box 253
Eugene, Oregon

Gentlemen:

The State Highway Commission on December 20, 1955 accepted your proposal for grading and oiling the Deep Canyon Section of the McKenzie Highway, Deschutes County, for the sum of $349,502.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. The project has been assigned Contract No. 4592.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

jmc
cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington
Attn: Dorothy McCormack

R. G. Savage (SIAC)
Forrest Cooper
S. H. Probert

NOTED
J. Mc C.

RECEIVED
JAN 9 1956
FOR FILING

F-11-1 (20)

DOMESTIC SERVICE Check class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

January 5, 1956
1:35 p.m.

Allum Bros.
Eugene, Oregon

Contract for Deep Canyon Section of McKenzie Highway, Deschutes County for which you submitted low bid on December 20, 1955 awarded you today. Contract forms follow shortly.

Floyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting (5003-900)
Cecil Head
Files

NOTE
State Highway Engineer

RECEIVED
JAN 9 1956
FOR FILING

F-117([illegible])
459[illegible]

January 5, 1956

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and oiled surfacing construction on the Deep Canyon Section of the McKenzie Highway in Deschutes County, Project F-117(20), to Allen Bros. of Eugene, Oregon, on the basis of the bid of $349,502 submitted on December 20, 1955.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SWP:ia

NOTED
State Highway Engineer

RECEIVED
JAN 9 1956
FOR FILING

File

OREGON DISTRICT

F 117(20)
4592

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

January 5, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-117(20), Deep Canyon Section of the McKenzie Highway, we hereby concur as of this date in award of Contract No. 4592 to Allum Bros. of Eugene, Oregon, low bidder in the amount of $349,502.00 at the December 20, 1955 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JAN 6 1956
STATE

RECEIVED
JAN 6 1956
FOR FILING

F-117(20)
1157[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 5, 1956

SUBJECT: Deep Canyon-Deschutes River Unit
Sisters-Deschutes River Section
McKenzie Highway
Deschutes County

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

W. C. [illegible]

All rights of way on the above section have been acquired or under condemnation and as far as this department is concerned, the contract may be awarded.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

RECEIVED
[illegible]
ENGINEER

RECEIVED
DEC 7 - 1955
FOR FILING

OREGON DISTRICT
F-117(20)
4592

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

December 2, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project F-117(20), Deep Canyon Section of the McKenzie Highway (7 miles to 10.6 miles east of Sisters). This is your authority to advertise for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
DEC 6 1955
STATE H [illegible] ON

RECEIVED
OCT 12 1955
FOR FILING

F 117(20)
4592

October 10, 1955

Oregon State Highway Commission

Gentlemen:

I attach hereto a sketch map indicating the relocation of the Deep Canyon-Deschutes River Unit of Highway US126 (McKenzie Highway). The section on which the relocation has recently been completed extends from Station 0+00 on the west to Station 379+26.05 on the east. You have previously approved the relocation for the Deschutes River Section, which is immediately east of this survey.

We have a 1957 federal-aid allocation of $435,000 for the Deep Canyon Section, and with this allotment we can construct the section from Station 0+00 to Station 200+42.43, as indicated on the map as the "Deep Canyon Unit." The length of this project is 3.8 miles.

This matter will be on the agenda, and I recommend your approval of the survey between Station 0+00 and the beginning of the Deschutes River Section so that the right of way may be acquired immediately, particularly for the section between Station 0+00 and Station 200+42.43, on which we propose to call bids at the December meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr W. C. Williams
Mr. H. G. Smith
Mr. R. L. Porter

WCW:me:gm

RECEIVED
OCT 10 1955
FOR FILING

F-117([illegible])
4-72

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 6, 1955

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Deputy State Highway Engineer

OFFICE

Herewith seven copies of a sketch map of the Deep Canyon-Deschutes River Section of the McKenzie Highway for use in securing the Commission's approval of the survey.

This is a 1957 FA Project with an allocation of $435,000. which is intended to be used between Stations 0+00 and 200+42.43.

Bids are scheduled on this project at the December letting.

Forrest Cooper
Forrest Cooper
Assistant Construction Engineer

EAP:dt

Encls.

RECEIVED
JUN [illegible] 1955
FOR FILING

FORM 830—50M—10-54—79488

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 6, 1955

NOTED
W. C. WILLIAMS

SUBJECT:

To: Mr. W. E. Chandler
Division Engineer

For some time we have had under consideration studies of the Deep Canyon Section of the McKenzie Highway in Deschutes County.

Two main routes were under consideration. The so-called Fryrear Butte and the Deep Canyon Route. Due to the impossibility of getting sufficient funds to construct the Fryrear route, which would have to be completed in its entirety before being of any use to the travelling public, the Deep Canyon route will be adopted.

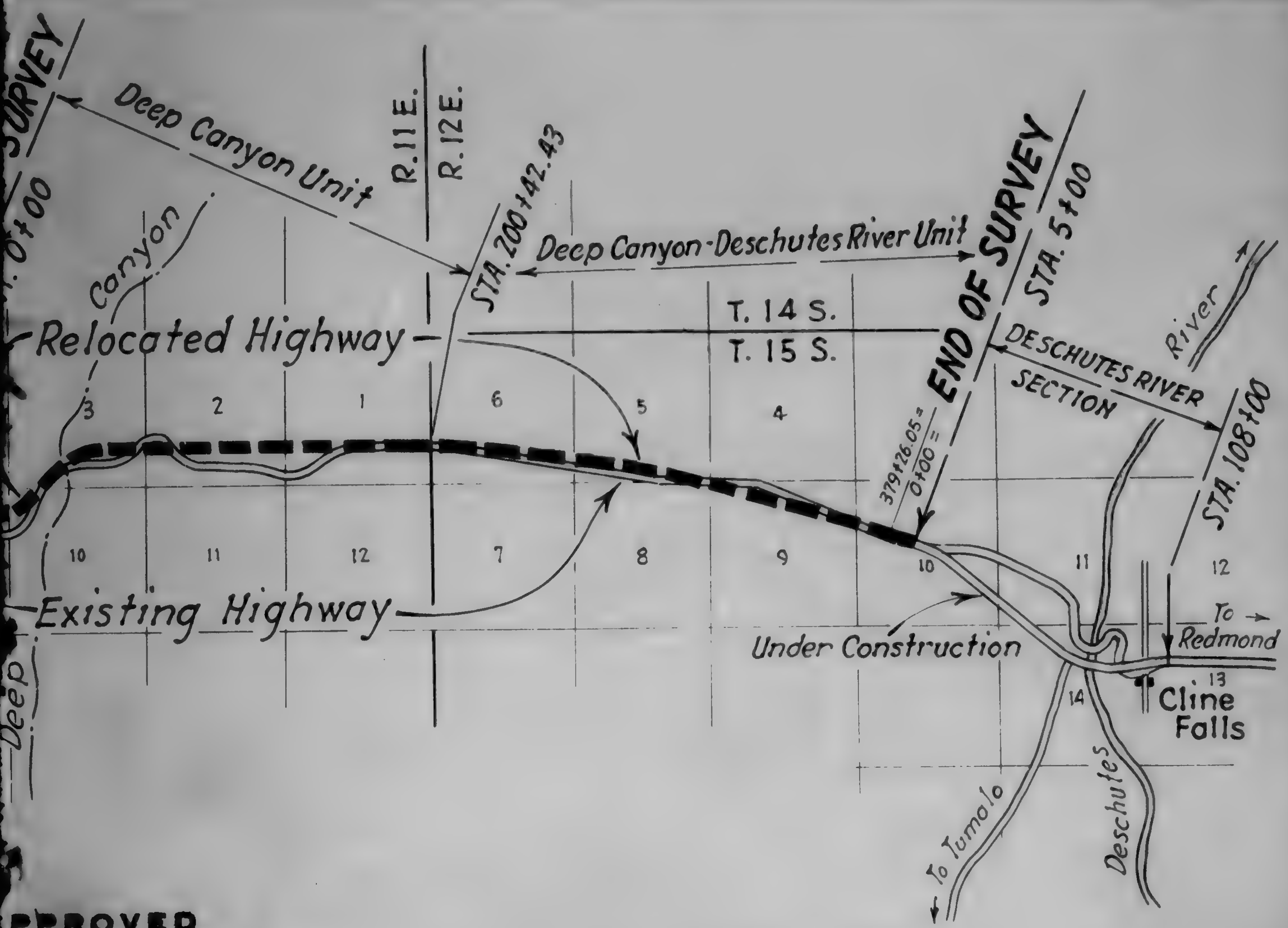
Please immediately make a survey, prepare the necessary plans and other data for the construction of the so-called D-E'-F route as listed in Wright's reconnaissance report dated October 6, 1954.

By copy of this letter I am asking Chief Locator Wright to confer with you re this location.

Forrest Cooper
Ass't. Construction Engineer

FC:jv

cc: W. C. Williams
Walter T. Wright


SURVEY
0+00
Deep Canyon Unit
R.11 E.
R.12 E.
STA.200+42.43
Deep Canyon-Deschutes River Unit
END OF SURVEY
STA.5+00
Canyon
Relocated Highway
T.14 S.
T.15 S.
379+26.05=
0+00=
DESCHUTES RIVER SECTION
River
STA.108+00
3
2
1
6
5
4
10
11
12
7
8
9
10
11
12
Existing Highway
Under Construction
To Redmond
13
Cline Falls
14
To Tumalo
Deschutes
Deep

PPROVED
STATE HIGHWAY ENGINEER
10-7-55

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

DEEP CANYON - DESCHUTES RIVER UNIT

SISTERS - DESCHUTES RIVER SECTION

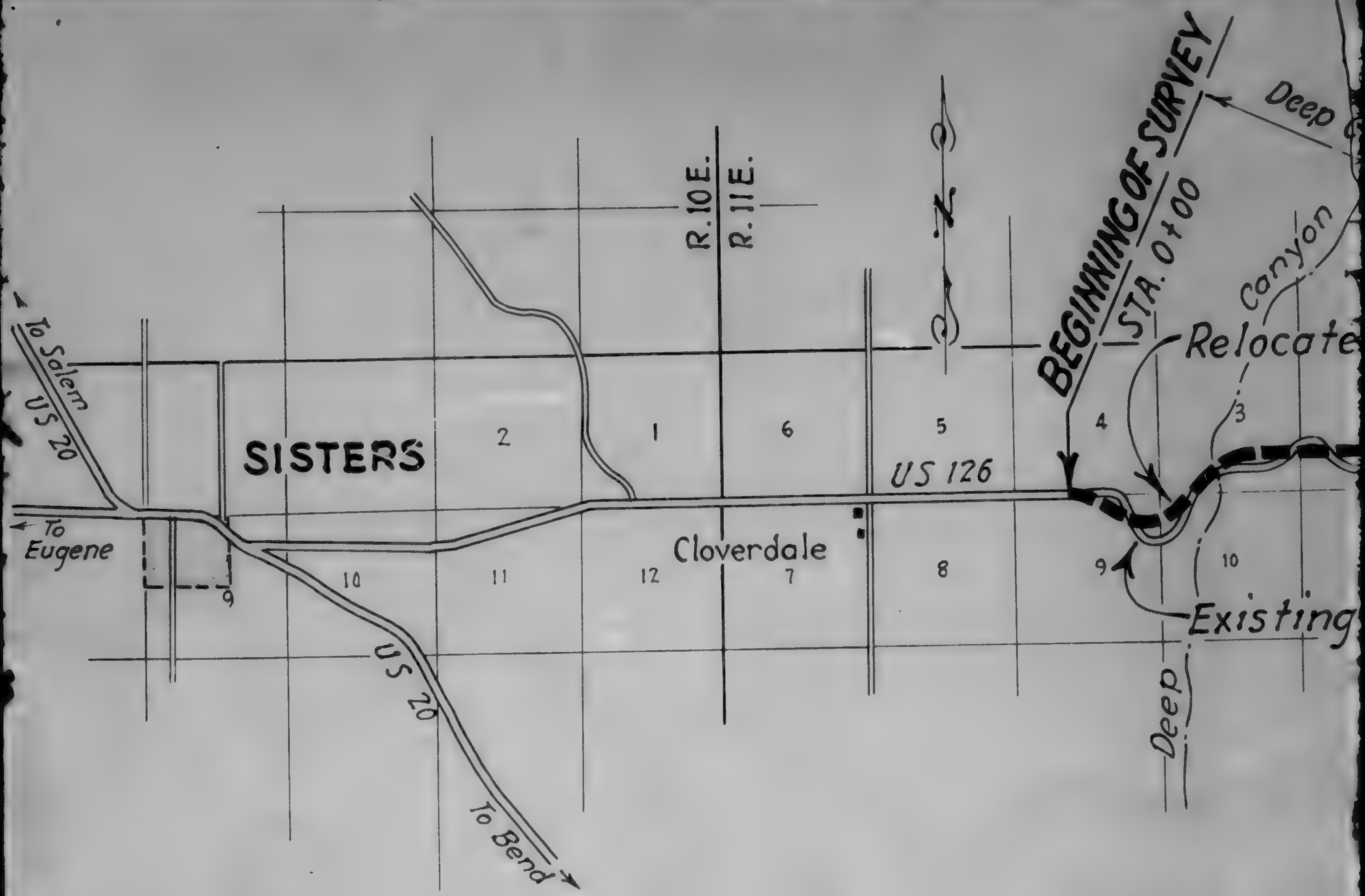
McKENZIE HIGHWAY

DESCHUTES COUNTY

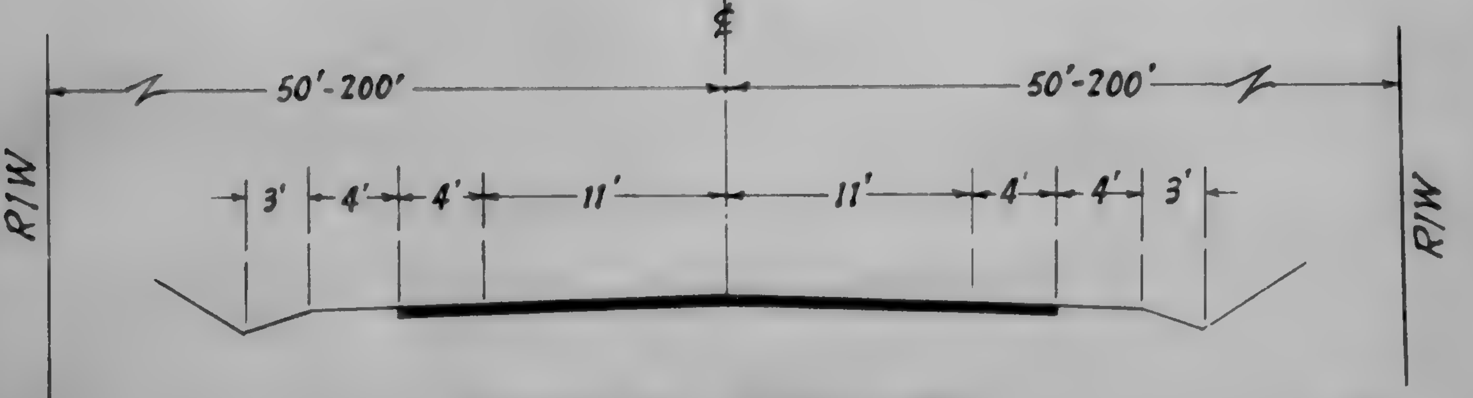
Scale: 1" ≐ 1 Mile Nov., 1955

DRG. NO. 1R-5-805

where necessary


BEGINNING OF SURVEY
STA. 0+00
Deep
Canyon
Relocate
Existing
Deep
R. 10 E.
R. 11 E.
N
To Salem
US 20
To Eugene
SISTERS
2
1
6
5
4
3
US 126
Cloverdale
9
10
11
12
7
8
9
10
US 20
To Bend

APPROVED
DEPUTY STATE HIGHWAY ENGIN
Date 10-7-55


℄
50'-200'
50'-200'
R/W
R/W
3'
4'
4'
11'
11'
4'
4'
3'

TYPICAL SECTION

Note: Climbing Lane to be provided where necessary

F-320(6) Chemult grade-separation struc- 1-56
ture over S.P. Railroad Co. tracks
#4793 on The Dalles-California Hwy.

RECEIVED
MAR 1 1957
FOR FILING

Southern Pacific Company
DUNSMUIR, CALIFORNIA
IN REPLY PLEASE REFER TO
A. W. KILBORN
SUPERINTENDENT

F 320(6)

4592

February 28, 1957

GMO 64191

Mr. G. S. Paxson
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Paxson:

This is in reference to your letter of February 21, regarding Chemult Overpass.

Your action in this matter is very much appreciated.

Yours truly,
AW Kilborn
arm

Care a Little . . Save a Lot
PREVENT LOSS AND DAMAGE

RECEIVED
MAR 4 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

RECEIVED
FEB 25 1957
FOR FILING

F 32(16)

4573

February 21, 1957

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
Dunsmuir, California

Dear Sir:

This is in reply to your letter of February 18 concerning the plowing of snow at Chemult.

Instructions were issued last fall to our District Maintenance Superintendent not to plow snow on the Chemult Overpass except when the Railroad Company was at the same time plowing snow. With mechanical equipment, it is impractical to remove snow in any other way than by plows, and the snow volume which would reach your tracks would be of no concern if you were at the same time plowing your trackage.

I am sorry that we are so late in answering your letter of November 5 regarding this matter, but apparently the instructions were issued but the answer to your letter was neglected.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gmcc

cc Mr. W. C.Williams
Mr. W. W. Stiffler
Mr. F. M. Stephenson
Mr. Dean Swift

RECEIVED
NOV 23 1956
~~FOR FILING~~

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
November 14, 1956

SUBJECT:

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

I have instructed Mr. Jones, District Maintenance Superintendent, not to plow snow off the Chemult Overpass into the railroad cut or onto the tracks when the Railroad is not plowing snow and have their tracks all clear.

Dean Swift
DEAN SWIFT
Division Engineer

DS:me
cc: Mr. S. P. Jones

RECEIVED
NOV 15 1956
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. W. STIFFLER

RECEIVED

FOR [illegible]

F-386 (C)

Final

OREGON STATE HIGHWAY DEPARTMENT

(date)
Feb. 19, 1957

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4593 4593	7 -Final	R. H. Jones	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3256	H-173603	$ 8,599.32	2/19/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Nov. 30, 1956

Time Extensions: None

Completion Date: Nov. 20, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-19-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: FEB 19 1957

Ruth Rawlings

NOTED ON CARD

RECEIVED
FEB 5 1957
FOR FILING

[illegible]

[illegible]

February 5, 1957

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

State highway contract No. 4593 for work performed on the Lapine-Lenz Road Section of The Dalles-California Highway in Klamath County was completed by the contractor, R. H. Jones, on November 20, 1956 and was formally accepted by the Highway Commission on December 17, 1956.

Final payment in the amount of $8,599.32 will be released to the contractor on or after February 15, 1957. The total contract amount is $105,227.12, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

NOTED ON CARD
2-5-57

RECEIVED
NOV 15 1956
FOR FILING

3-320(6)

4573

Salem, Oregon
November 13, 1956

Mr. Dean Swift
Division Engineer
Bend, Oregon

Dear Sir:

The following is an extract from a letter of November 5 from Mr. A. W. Kilborn, Superintendent, Southern Pacific Company, Dunsmuir, California, to Mr. P. M. Stephenson, re a new highway overpass at Chemult, as follows:

"We should have a letter from State Highway Department stating that no snow will be plowed off of overpass into railroad cut or onto railroad track."

Please indicate your approval.

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

Letter Handed to Mr Maison 4:20 P.M.
Maison going to Bend Tomorrow (Wed)

NOTED
G. S. PAXSON

FORM E-30 25M 9-51 82316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 9, 1956

SUBJECT: Letter from Southern Pacific Company, Dunsmuir Division

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

Herewith is a copy of a letter received from A. W. Kilborn, Superintendent of the Dunsmuir Division of the Southern Pacific Railroad Company.

All the portions of this letter have been taken care of with the exception of the fourth paragraph. Will you kindly pass this along to the proper authority for further action.

P. M. Stephenson

P. M. Stephenson
Bridge Engineer

PMS/mm

Att.

RECEIVED
NOV 13 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Southern Pacific Company

DUNSMUIR, CALIFORNIA

A. W. KILBORN
SUPERINTENDENT

IN REPLY PLEASE REFER TO

November 5, 1956

GMO 64191

Mr. P. M. Stephenson
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

This is in reference to phone conversation this date between our Assistant Division Engineer and Mr. Ricketts of your office regarding new highway overpass at Chemult.

1. There are, immediately over present main track, three expansion joints which are leaking sufficient to form large icicles which form impaired clearances and therefore present hazard to our operations. There are also three expansion joints over the area provided for a future track which are leaking.

2. One of the weep holes which has been plugged to prevent water from falling onto our main track is leaking and forming icicles also.

3. Barricades should be erected across old highway both sides of our track to prevent possibility of auto going over side of embankment onto main track.

4. We should have a letter from State Highway Department stating that no snow will be plowed off of overpass into railroad cut or onto railroad track.

We trust that we will receive your usual cooperation in seeing that all of the above items are taken care of.

Yours truly,

/s/ A. W. Kilborn

s.m.

4

RECEIVED
MAY 22 1956
FOR FILING

FORM E30—12½M—6-55—98209

F-330(4)
4592

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
May 21, 1956

SUBJECT: Pux 136-Impaired Clearance
Chemult Overcrossing
The Dalles-California Highway
Klamath County

To: Mr. G. S. Paxson ✓
Mr. W. C. Williams
Mr. P. M. Stephenson
Mr. Dean Swift
Mr. C. W. Enfield

Herewith I hand you copy of Supplemental Order No. 34545, issued by the Public Utilities Commissioner under date of May 10, 1956, authorizing impaired clearance over the tracks of Southern Pacific Company during the removal of the existing Chemult Overcrossing structure.

J.W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

NOTED
G. S. PAXSON

RECEIVED
MAY 21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 1 1956
LEGAL DEPT.

Order #34545

BEFORE THE PUBLIC UTILITIES COMMISSIONER

OF OREGON

F-2474

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to construct an overcrossing over and across the tracks and right of way of Southern Pacific Company near Chemult, known as the CHEMULT OVERCROSSING on The Dalles-California Highway in the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 17, Township 27 South, Range 8 East, W.M., in Klamath County, Oregon. (Motion for Temporary Impaired Clearances during demolition of existing CHEMULT OVERCROSSING)	SUPPLEMENTAL ORDER

On April 26, 1956, the Commissioner issued Order No. 34506 authorizing the construction and use of certain falsework necessary to the demolition of an overcrossing structure on The Dalles-California Highway near Chemult, in Klamath County, Oregon, at less than standard clearances as set forth in Order No. 33700.

Paragraph 5 on Page 2 of Order No. 34506 reads as follows:

> "ORDERED that the vertical impairment herein authorized shall not extend lower than a height of 21 feet 6 inches above top of rail and shall be authorized only as described above and during the removal period; and it is further"

It has developed that a clearance of 21 feet 6 inches above top of rail will not provide sufficient working space beneath the structure and an additional 6 inches of clearance is desired by the contractor.

Southern Pacific Company does not oppose the issuance of an order authorizing a temporary impairment of 21 feet 0 inches above top of rail. It is therefore

ORDERED that Paragraph 5 on Page 2 of Order No. 34506 as above quoted hereby is amended to read as follows:

> "ORDERED that the vertical impairment herein authorized shall not extend lower than a height of 21 feet 0 inches above top of rail and shall be authorized during the period of actual demolition of that part of the overcrossing structure immediately above the railroad track; and it is further"

and it is further

ORDERED that all other provisions of Order No. 34506 shall remain unchanged and continue in effect.

Made and entered this 10th day of May, 1956.

CHAS. H. HELTZEL

Public Utilities Commissioner

(OFFICIAL SEAL)

RECEIVED
MAY 2 - 1956

FOR FILING

F-326(6)

4573

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
April 30, 1956

SUBJECT: Pux 136-Impaired Clearance
Chemult Overcrossing
The Dalles-California Highway
Klamath County

To: Mr. G. S. Paxson ✓
Mr. W. C. Williams
Mr. P. M. Stephenson
Mr. Dean Swift
Mr. C. W. Enfield

Herewith I hand you copy of Order No. 34506, issued by the Public Utilities Commissioner under date of April 26, 1956, authorizing impaired clearance over the tracks of Southern Pacific Company during the removal of the existing Chemult Overcrossing structure.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

NOTED
G. S. PAXSON

RECEIVED
APR 30 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR [illegible]
LEGAL DEPT.

Order #34506

BEFORE THE PUBLIC UTILITIES COMMISSIONER
OF OREGON

F-2474

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to construct an overcrossing over and across the tracks and right of way of Southern Pacific Company near Chemult, known as the CHEMULT OVERCROSSING on The Dalles-California Highway in the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 17, Township 27 South, Range 8 East, W.M., in Klamath County, Oregon.

(Motion for Temporary Impaired Clearances during demolition of existing CHEMULT OVERCROSSING)

ORDER

On December 21, 1955, the Commissioner issued his Order No. 34245 authorizing the construction of an overcrossing structure above the tracks and right of way of Southern Pacific Company on the revised location of The Dalles-California Highway near Chemult, in Klamath County, Oregon.

Upon completion of the structure and its opening to public travel, an existing overcrossing structure located approximately 465 feet south will be abandoned to travel and razed.

During the period of removal of the concrete structure, it will be necessary and desirable to impair the vertical clearance over and above the railroad tracks by a temporary protective installation. It is anticipated that the lowest point of the temporary structure will be at a height of 21 feet above top of rail, thus impairing the standard vertical clearance as set forth in Order No. 33700 to the extent of one foot six inches.

On March 7, 1956, the State of Oregon, by and through its State Highway Commission, duly applied for authority to maintain this temporary impairment to standard clearances during the demolition of the existing Chemult overcrossing.

Southern Pacific Company does not oppose the issuance of an order granting the temporary impairment.

From the foregoing, it is concluded that the impairment as above described will constitute no undue hazard to rail operation, is necessary for the safe removal of the abandoned structure, and the application should be granted; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to impair the standard vertical clearance as set forth in Order No. 33700 at a location known as the "Old Chemult Overcrossing" on the old The Dalles-California Highway near Chemult, in Klamath County, Oregon, is granted; and it is further

ORDERED that the vertical impairment herein authorized shall not extend lower than a height of 21 feet 6 inches above top of rail and shall be authorized only as described above and during the removal period; and it is further

ORDERED that, for the protection of train crews, standard signs reading, "IMPAIRED CLEARANCE", in black letters at least three inches high on a white background, having thereon the inscription, "PUC NO. 34506", be installed at proper locations, one on each side of the impairment and in such a manner as to be visible to trainmen when approaching the crossing; and it is further

ORDERED that the impaired clearance signs be illuminated during the hours of darkness in such a manner as to be plainly legible at a safe distance from the crossing; and it is further

ORDERED that all costs of installation and maintenance of impaired clearance signs, together with the costs of their illumination, be borne by Oregon State Highway Commission; and it is further

ORDERED that Southern Pacific Company is herein authorized to operate its trains over the track thus impaired during the temporary period under such conditions of impairment as described above.

Made and entered this 26th day of April, 1956.

CHAS. H. HELTZEL

Public Utilities Commissioner

(OFFICIAL SEAL)

FORM E-120 [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
MAR 8 - 1956
FOR FILING

F-320(6)

4593

March 6, 1956

Mr. Chas. H. Heltzel
Public Utilities Commissioner
200 Public Service Building
Salem, Oregon

Attention: Mr. David Don

Re: Pux 136-Chemult Overcrossing
The Dalles California Highway
Southern Pacific Company
Klamath County

Dear Sir:

Herewith I hand you original and two copies of application of the State Highway Commission covering impaired clearances during the removal of the existing Chemult Overcrossing structure on The Dalles California Highway in Klamath County, your Docket F-2474.

The two copies are for service upon Southern Pacific Company.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. G. S. Paxson
Mr. P. M. Stephenson

RECEIVED
1956
OFFICE OF
[illegible] ENGINEER

NOTED
G. S. PAXSON

Pux 136

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the Matter of the Application of the
State of Oregon, by and through its State
Highway Commission, for authority to construct an overcrossing over and across
the tracks and right of way of Southern
Pacific Company near Chemult, known as
the CHEMULT OVERCROSSING on The Dalles
California Highway in the Southwest
Quarter of the Northeast Quarter (SW¼ NE¼)
of Section 17, Township 27 South, Range 8
East, W.M., in Klamath County, Oregon.

MOTION FOR IMPAIRED CLEARANCES

F-2474

The petitioner herein respectfully represents:

I.

That the name and address of your petitioner are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II.

That this petition is made under the authority of ORS, Title 31.

III.

That heretofore under date of December 21, 1955 the Public Utilities Commissioner issued his Order No. 34245 authorizing the construction of an overcrossing over and across the tracks and right of way of Southern Pacific Company in the above cause and matter and also authorized the removal of the existing structure located approximately 465 feet south of the new structure proposed by the petitioner, and that the said order authorized, with respect to the construction of the new structure, an impaired minimum vertical clearance of 21 feet above top of rail during the construction period.

IV.

That it is anticipated that during the period of the removal of the existing structure in accordance with said order it will be necessary and desirable to impair the vertical clearance over and above the top of the rails to a minimum of 21 feet. No impairment of the existing horizontal clearances to less than 8' 6" is anticipated.

WHEREFORE, your petitioner prays that an order be issued authorizing the said temporary impaired vertical clearance during the period of the removal of the existing structure, and authorizing the operation of train movements thereunder during the period of temporary impaired vertical clearance.

Dated at Salem, Oregon, this 6th day of March, 1956.

STATE OF OREGON, by and through its
State Highway Commission

C. W. ENFIELD
Assistant Attorney General and Chief Counsel
for the State Highway Commission

J. M. DeSOUZA
Assistant Counsel for the State Highway
Commission

JMD:RN
3-6-56

2

RECEIVED
FEB 29 1956

FOR FILING
F - 320(6)
FORM [illegible]
4592

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
February 28, 1956

SUBJECT: Pux 136, R-24120 — RR 457
Chemult Overcrossing
The Dalles California Highway

To:
Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson (6)
Mr. Forrest Cooper (2)
Mr. E. A. Collier (2)
Mr. Tom Edwards (2)

NOTED
W. C. WILLIAMS

Herewith I hand you multilithed copy of construction agreement covering the Chemult Overcrossing in Klamath County.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 2 1956
FOR FILING

February 2, 1956

Mr. R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4593, which was awarded to you by the State Highway Commission on January 5, covering the Chemult Overcrossing on the Lapine-Lens Road Section of The Dalles-California Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

FORM E-123 [illegible] REVISED [illegible]

RECEIVED
JAN 27 1956
FOR FILING

F 3[illegible](1)
— 4573

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

CERTIFIED MAIL

January 18, 1956

Mr. Wm. Jaekle, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: File R-24120 Pux 136
Chemult Overcrossing
The Dalles-California Highway

Dear Mr. Jaekle:

Herewith I return to you original and duplicate copy of easement agreement and original and duplicate copy of construction agreement, relative to the Chemult Overcrossing project on The Dalles-California Highway in Klamath County.

All copies have been executed by the State Highway Commission and the easement agreement has been acknowledged.

It is expected that after execution by Southern Pacific Company one complete copy of each instrument will be returned to this office. For facility in handling, it is requested that the return be directed to my attention. At that time, I would appreciate having ten additional copies of your Drawing 9724 attached as an exhibit to the construction agreement.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. W. C. Williams
Mr. G. S. Paxson ✓
Mr. P. M. Stephenson

Division Engineer
Southern Pacific Company
Dunsmuir, California

NOTED
G. S. PAXSON

RECEIVED
MAY 25 1956
FOR FILING

F-320(1)

1598

Salem, Oregon
January 13, 1956

File R-24120 Pux 136
Chemult Overcrossing
The Dalles-California Highway

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached hereto for further handling are the original and duplicate copy of an easement agreement and the original and duplicate copy of a construction agreement with the Southern Pacific Company relative to the Chemult Overcrossing project on The Dalles-California Highway in Klamath County. These copies have been executed by the Highway Commission and are now ready for the signature of the proper officials of the Railroad Company.

When fully signed please return one copy of each agreement to this office for the Commission's files.

H. B. Glaisyer
Secretary

rn
Attach: 4

ret. in file
1-19-56
3 [illegible]
To Hank for handling
RR 4 57

FORM 230—50M—2-55—62986

REFERRED TO Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
January 6, 1956

SUBJECT: File R-24120 Pux 136
Chemult Overcrossing
The Dalles-California Highway

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Herewith I hand you, for execution by the State Highway Commission, original and duplicate counterpart of easement agreement and original and duplicate counterpart of construction agreement relative to the Chemult Overcrossing project on The Dalles-California Highway, in Klamath County, for approval by you, and forwarding to Mr. Glaisyer for execution by the State Highway Commission.

The instruments have been approved as to form, but in connection therewith your attention is called to the language on page 1 of the easement agreement stating that the State shall take necessary steps to vacate the existing crossing to public use. The approval as to form is given with the understanding that the required abandonment and retention proceedings will be carried out by the Highway Commission, so as to abandon at least the portion of the existing highway which is included within the railroad right of way limits. I have understood from you that there will be a considerable section of the old highway which will be abandoned, but abandonment of the portion within the railroad right of way will be sufficient to take care of the obligations stated in the agreement.

The copies of the easement agreement should be acknowledged by the Highway Commission and after execution and acknowledgement, all copies should be returned direct to me for further handling.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. H. B. Glaisyer
Mr. G. S. Paxson
Mr. C. W. Enfield
Mr. E. C. Crocker

AUTHORIZED BY HIGHWAY COMMISSION
DATE Bids received for this structure on 12-19-55 and contract awarded 1-5-56
Secretary

RECEIVED
JAN 12 1956
FOR FILING

4593

January 5, 1956

R. M. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Sir:

The State Highway Commission on December 19, 1955 accepted your proposal for the 324' steel and reinforced concrete grade-separation structure over the Southern Pacific Railroad Company tracks on The Dalles-California Highway near Chemult in Klamath County for the sum of $101,735.00, and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4593.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fp

cc Mr. R. O. Savage (SIAC)
Mr. S. H. Probert
Mr. Forrest Cooper
Mr. P. M. Stephenson
Pacific Builder & Engineer, Inc.

NOTED
J. Mc C.

DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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$
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 5, 1956
3:45 p.m.

R. H. Jones
Route 1, Box 298
Hillsboro, Oregon

Contract for grade separation structure over Southern Pacific tracks near Chemult, Klamath County, for which you submitted low bid on December 19, 1955 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

fp

cc Confirmation
Accounting (5003-900)
C. W. Head
Files

We have furnished you three copies of a letter dated November 23 from the Southern Pacific company indicating their approval of the plans and specifications for the project. We have furnished you three copies of P. U. C. Order No. 34245 for the project. We have furnished you pertinent information concerning Western Union Telegraph Company's work in connection with the project.

There is attached hereto two unsigned copies of the proposed State Railroad Agreement for the project. This agreement has been reviewed by the Engineering and Legal Departments and is satisfactory. Signed copies of the agreement will be furnished you as soon as signatures by the Highway Commission and the Railroad can be obtained.

Yours very truly,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

NOTED
State Highway Engineer

CAG:lc
Attached

RECEIVED
JAN 9 1956
FOR FILING

4593

January 5, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Chemult Overcrossing - F. A. P. F-320 (6)

On December 19, 1955, the Highway Commission accepted the low bid of R. H. Jones in the amount of $101,735 for construction of the above project and authorized the engineer to award the contract to Mr. Jones when certain conditions pertaining to the State Railroad Agreement had been satisfied. These conditions are satisfied, and we propose to award the contract as of this date. May we have your concurrence in the award of the contract.

All rights-of-way for the project have been acquired.

We have furnished you three copies of a letter dated November 23 from the Southern Pacific Company indicating their approval of the plans and specifications for the project. We have furnished you three copies of P. U. C. Order No. 34245 for the project. We have furnished you pertinent information concerning Western Union Telegraph Company's work in connection with the project.

There is attached hereto two unsigned copies of the proposed State Railroad Agreement for the project. This agreement has been reviewed by the Engineering and Legal Departments and is satisfactory. Signed copies of the agreement will be furnished you as soon as signatures by the Highway Commission and the Railroad can be obtained.

Yours very truly,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

NOTED
State Highway Engineer

CAG:lc
Attached

RECEIVED
JAN 6 1956
FOR FILING

F-320 (6)
4593

Salem, Oregon
January 5, 1956

Chemult Overcrossing

Mr. J. W. DeSouza , Chief
Options, P.U.C. and Railroad Section

Herewith original and duplicate of the easement and construction agreements covering the Chemult Overcrossing in Klamath County. I have read these over and see nothing in them to which we would object. You will note, however, on page 4 of the construction agreement that they estimate the total cost of removing the old crossing at $15,130. This apparently was based upon the original estimate that we made for this item of work. Actually, however, where we had expected the contractor to bid $12,000 for this item, he only bid $5,000. I talked to Mr. Holmes of the Southern Pacific about the matter, but he did not want to change the estimate figures as they had already gone to the Southern Pacific management. In view of the fact that the actual cost will be very considerably under the amount set up in the amount, I do not think it does any damage to let it ride as it is.

Will you please examine these and, if you approve, send them to Mr. Williams for his signature and presentation to the Commission.

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

Attach.

RECEIVED
JAN 27 1956
FOR FILING

Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA
IN REPLY PLEASE REFER TO

W. M. JAEKLE
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
R. W. PUTNAM
ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
H. M. WILLIAMSON
ASSISTANT ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
W. J. JONES
ASSISTANT ENGINEER MAINTENANCE OF
WAY AND STRUCTURES

F-320(6)

[illegible]

January 4, 1956

912564/323

Mr. R. H. Baldock (2)
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Asst. State Highway Engineer

Dear Sir:

Reference is made to Mr. C. W. Enfield's letter of December 6th and other correspondence concerning the proposed Chemult overcrossing project on The Dalles-California Highway in Klamath Falls.

We enclose herewith for your consideration the following proposed documents:

(1) Duplicate counterparts and one (1) extra copy of proposed indenture between Southern Pacific Company and State of Oregon covering grant of easement to the State for the new highway overpass.

(2) Duplicate counterparts and one (1) extra copy of proposed agreement between Railroad and State covering construction and maintenance of the new structure and removal of the existing overcrossing.

If you find these documents to be in order, kindly arrange for execution in duplicate on behalf of the State and then return the counterparts of both instruments to us so that we may arrange for similar action on behalf of the Railroad. The signatures of the officials executing the proposed easement on behalf of the State should be acknowledged.

Yours very truly,

Wm Jaekle

Encl.

NOTED
G. S. PAXSON

Mr. G. S. Paxson ✓
Mr. C. W. Enfield with copy of S.P. letter

J. V. DeSOUZA
Assistant Counsel

FORM 2-123X 25M 2-52

RECEIVED
DEC [illegible] 1955
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 6, 1955

RECEIVED
DEC 6 1955
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. W. M. Jaekle
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: Pux 136-Chemult Overcrossing
The Dalles California Highway
Southern Pacific Company
Klamath County

Dear Mr. Jaekle:

Carbon copy of your letter of December 2, addressed attention of Mr. P. M. Stephenson, Bridge Engineer, with reference to the Chemult Overcrossing project, has been referred for reply. It is obvious from your letter that it is the purpose of the communication to eliminate the necessity of the State's contractor entering into agreements with Southern Pacific Company on individual projects affecting your Company, with which purpose we heartily concur.

I regret to advise, however, that the plans and specifications for the Chemult Overcrossing project, as well as for the South Sixth Street Overcrossing project in Klamath Falls, already have been written up and sent out to prospective bidders, and it seems impractical to rewrite the special provisions, as suggested by you, at this time. Also, there is not time available to give your suggestions the thorough consideration which they deserve before advising the State Highway Engineer as to the ultimate effect and the resulting desirability of the clauses which you have suggested. I feel that your communication is in furtherance of suggestions made sometime ago, by Mr. Crocker, that Southern Pacific Company desires to eliminate the contractor-railroad agreements, and you can rest assured that the matter will be given full consideration before advertising any future projects.

I am advised that detailed plans and specifications for both the Chemult and South Sixth Street projects are being sent today to Dunsmuir, but for your advance information, I am enclosing a copy of the special provisions for each project. From the Chemult Overcrossing specifications, you will note that the advertised project covers both the construction of the new structure and the removal of the existing structure.

NOTED
C. S. PAXSON

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:[illegible]
ENCL.
cc: Mr. E. C. Crocker
Mr. P. M. Stephenson ✓
Mr. C. S. Paxson
Mr. C. W. Enfield with copy of S.P. letter

RECEIVED
DEC 21 1955
FOR FILING

Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

W. M. JAEKLE
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
R. W. PUTNAM
ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
H. M. WILLIAMSON
ASSISTANT ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
W. J. JONES
ASSISTANT ENGINEER MAINTENANCE OF
WAY AND STRUCTURES

November 23, 1955

912564/323

Mr. R. H. Baldock (2)
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: P. M. Stephenson
Bridge Engineer

Dear Sir:

Reference is made to your letter dated November 14, 1955, concerning proposed highway overpass in the vicinity of Chemult, Oregon.

We return herewith one set of final plans for the proposed structure and you will note that they have been approved on behalf of Southern Pacific Company.

We also attach two copies of estimate of the cost of work to be performed by Railroad at the expense of the State in connection with construction of the new structure. This estimate is in addition to the estimate previously furnished indicating cost of work to be performed by Railroad in connection with removal of the existing overpass.

We will arrange for preparation of easement and construction agreements as quickly as possible and forward the counterparts to you for consideration.

Yours very truly,

W. M. JAEKLE
PER RCN.

Attchs.

Original to Bridge Dept.

N
G. S

NEW HIGHWAY OVERPASS - CHEMULT

C
O
P
Y

Signal Line Work	$ 2,558
Engineer Inspector	5,604
Flagmen	6,165
Freight	74
Material Handling Charge	70
Vacation Allowance & Holiday Pay	739
Railroad Retirement - Health & Welfare	907
Workmen's Compensation, Public Liability and Property Damage Insurance	493
Accounting	830
Total	$ 17,440
Less Salvage - Signal Material	500
Estimated Net Cost	$ 16,940

RECEIVED
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FOR FILING

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[illegible]

November 17, 1955

Mr. W. M. Jaekle
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

I have your letter of November 15 concerning the removal of the existing overcrossing at Chemult. The arrangements set forth in this letter whereby the cost of this removal is apportioned 60 per cent to the State and 40 per cent to your company are satisfactory. The arrangement as to the allocation of the cost of relocating Western Union facilities is in accordance with my letter of October 4 and is also satisfactory.

This project is a federal-aid project on a state highway.

Very truly yours,

R. M. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. J. W. DeSouza
Mr. P. M. Stephenson

NOTED
G. S. PAXSON

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

W. M. JAEKLE
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
R. W. PUTNAM
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. M. WILLIAMSON
ASSISTANT ENGINEER MAINTENANCE OF WAY AND STRUCTURES
W. J. JONES
ASSISTANT ENGINEER MAINTENANCE OF WAY AND STRUCTURES

November 15, 1955

912564/323

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Asst. State Highway Engineer

Dear Sir:

Kindly be referred to your letter of October 4, 1955, Subject: Chemult Overcrossing, in which you advised that you would recommend to the Oregon State Highway Commission that the cost of removing the existing Chemult Overpass be borne 60% by the State and 40% by this company.

This matter has been presented to our management and I am pleased to advise we now have authorization to join you in the removal of the structure on the above mentioned basis.

Further investigation on the ground indicates that it may be necessary to temporarily relocate our signal pole line to permit demolition activities. If this is found necessary, we believe that it should be included as part of the removal cost. This item, together with flagging, etc. to protect railroad traffic is estimated to cost $2,930. It is understood, of course, that relocation would be made only if found required when the method of removal has been proposed by State's contractor. This company's share of the cost of relocating Western Union facilities will be borne by that company under the terms of its contract with this company, and the State should, therefore, be billed 60% of this cost.

We are progressing the easement document at this time covering the new overcrossing and will prepare the construction agreement as soon as we are advised that the above is satisfactory to the State.

We are advised informally that this is a Federal aid project and it would be appreciated if you would confirm this understanding so that the agreement may be in proper form.

RECEIVED
NOV 17 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

Yours truly,

Wm Jaekle

RECEIVED
OCT 6 1955
FOR FILING

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[illegible] Xing

October 4, 1955

Mr. W. M. Jaekle
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: Chemult Overcrossing

Dear Sir:

Reference is made to your letter of September 28, in which you propose to recommend to your management a division cost of removing the old structure of 40 per cent to the Railroad Company and 60 per cent to the State, this 60 per cent to the State representing the proportionate share of the State and Klamath County in the cost of the original construction.

We will recommend to our Highway Commission that your proposal be accepted subject to the inclusion of any costs incurred by the Western Union Company as a part of the project cost to be divided between the State and the Railroad Company in the same way as other costs.

We would appreciate being kept advised as to the action taken by your management on this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. J. W. DeSousa
Mr. F. M. Stephenson

NOTED
G. S. PAXSON

GSP:gm

S-2703

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

W. M. JAEKLE
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
R. W. PUTNAM
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. M. WILLIAMSON
ASSISTANT ENGINEER MAINTENANCE OF WAY AND STRUCTURES
W. J. JONES
ASSISTANT ENGINEER MAINTENANCE OF WAY AND STRUCTURES

September 28, 1955

912564/323

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Asst. State Highway Engineer

Dear Sir:

Kindly be referred to your letter of July 25 concerning the Chemult Overcrossing in which you suggest that the State and Railroad share equally the cost of removal of the existing structure.

We have made a thorough search of our files and find that the easement and construction agreement documents were never executed by the State or Klamath County. We find, however, that the division of cost of the original structure was set forth in Oregon Public Service Commission Order No. 1296 for portioning the expense as follows:

State Highway Department	30%
Klamath County	30%
Railroad	40%

In the absence of an agreement setting forth responsibilities as to maintenance, etc. we feel that the cost of removal should be shared in the same proportion as the original construction. In other words, in this case this company's proportion would be 40%.

With your letter of September 7, 1955 you advised that the estimated cost of removal of the existing structure amounted to $12,000. We have prepared an estimate covering flagging, etc. in the amount of $1,000 based on a period of one month to remove the structure. This does not include any charges which might be made by the Western Union Company. Total estimated cost of removal would then be in the vicinity of $13,000, and Railroad's share based on the apportionment suggested above would be about $5,200. If you concur in the apportionment and estimate as above, kindly advise and we will place the matter before our management for authority to enter into an agreement on this basis.

Yours truly,

W M Jaekle

RECEIVED
OCT 3 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

RECEIVED
OCT 5 1955
FOR FILING

FORM E-30X—3?,500—2-55—62907

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
October 4, 1955

SUBJECT: Pux 136-Chemult Overcrossing
The Dalles-California Highway
S.P. Co.
Klamath County

To: MEMORANDUM TO FILE

Hearing on this matter was held before C. E. Jaqua, sitting as Examiner for the Public Utilities Commissioner, in the County Court House, Klamath Falls, Oregon, at 9:00 o'clock a.m., on Friday, September 30, 1955.

Southern Pacific Company was represented by R. B. Maxwell, Attorney, Klamath Falls, Oregon.

The Highway Commission was represented by the writer.

Klamath County was not represented at the hearing.

In my opening statement, I briefly outlined what is proposed to be done in accordance with the petition.

Mr. Maxwell stated that he was under instructions from Southern Pacific Company to make no objection to the project as proposed by the Highway Commission.

Mr. P. M. Stephenson, Bridge Engineer, was placed on the stand for the Highway Commission and was the only witness in the proceedings. He explained in detail the type and design of the structure and the plans for construction of the project. He stated that it was desired to receive bids for the structure during the coming winter, either in November or December, if authorization is given.

It is anticipated that an order will be issued authorizing the construction in the reasonably near future.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. R. H. Baldock
Mr. W. C. Williams
Mr. G. S. Paxson ✓
Mr. P. M. Stephenson
Mr. Dean Swift
Mr. C. W. Enfield

RECEIVED
1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

S-2705

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

W. M. JAEKLE
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
R. W. PUTNAM
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. M. WILLIAMSON
ASSISTANT ENGINEER MAINTENANCE OF WAY AND STRUCTURES
W. J. JONES
ASSISTANT ENGINEER MAINTENANCE OF WAY AND STRUCTURES

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AUG 1 - 1955

FOR FILING

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[illegible]
[illegible]

July 28, 1955

912 564/323

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Attention: Mr. G. S. Paxson

This will acknowledge receipt of your letter of July 25, 1955 regarding the Chemult Overpass located a short distance northerly of our station of the same name in Klamath County.

We will immediately investigate to determine whether there is any agreement or easement covering the construction of the original project and advise you of our findings in the near future.

Yours truly,

WM Jaekle
ku

copy made for
Mr. [illegible]
8-1-55

RECEIVED
JUL 29 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

July 25, 1955

Mr. W. M. Jaekle
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: Chemult Overcrossing

Dear Sir:

The Oregon State Highway Commission is petitioning the Public Utilities Commissioner for an order authorizing the construction of the structure to carry The Dalles-California Highway (US97) over the Southern Pacific Company tracks north of Chemult in Klamath County. In this petition we are not covering the removal of the existing overpass built by the Bureau of Public Roads under P.U.C. Order No. 1240 (Docket F1267), dated July 20, 1925.

We have been unable to locate any agreement or easement covering the original project and can find nothing indicating any responsibility of the State for removing the existing structure. We would appreciate advice from you as to whether your files contain any agreement relating to this matter.

Should it be found that no provision has been made for the removal of the existing structure, the State is willing to join with the Southern Pacific Company in its removal, each party to bear half the cost.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. A. M. Kilborn
Mr. P. M. Stephenson
Mr. J. W. DeSouza

RECEIVED
JUL 28 1955
FOR FILING

FORM E-123 50M REVISED 5-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 25, 1955

Mr. Chas. H. Heltzel
Public Utilities Commissioner
200 Public Service Building
Salem, Oregon

Attention: Mr. David Don

PUX 136-Chemult Overcrossing
Klamath County

Dear Sir:

Herewith I hand you original and three copies of application of the State of Oregon, by and through its State Highway Commission, for authority to construct an overcrossing over and across the tracks and right of way of Southern Pacific Company near Chemult in Klamath County, located in Section 17, Township 27 South, Range 8 East, W.M.

Two of the copies are for service upon Southern Pacific Company and the third copy is for service upon Klamath County in the event you should consider the county to be a proper party.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. G. S. Paxson ✓
Mr. P. M. Stephenson
Mr. C. W. Enfield

RECEIVED
JUL 25 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

PUC 136

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to construct an overcrossing over and across the tracks and right of way of Southern Pacific Company near Chemult, known as the CHEMULT OVERCROSSING on The Dalles California Highway in the Southeast Quarter of the Northeast Quarter (SE¼ NE¼) of Section 17, Township 27 South, Range 8 East, W.M., in Klamath County, Oregon.	PETITION No. _____

The petitioner herein respectfully represents:

I

That the name and address of your petitioner are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this petition is made under the authority of OCLA Title 31.

III

That your petitioner now is engaged in the construction of a revised location of The Dalles California Highway, known as the Willamette Highway-Chemult Section and that in connection therewith it will be necessary, desirable, and in the public interest to construct an overcrossing structure, with its approaches, over and across the tracks and right of way of Southern Pacific Company as shown by Drawings 11493 and 12107 attached hereto and by this reference made a part hereof.

IV

That the construction of the said overcrossing structure is necessary and proper for the service, accommodation, and convenience of the public in that a crossing at grade would be hazardous to traffic on the highway and the railroad.

V

That the estimated annual average daily traffic on the proposed overcrossing structure, upon the completion and opening thereof to highway traffic, will be 2,500 vehicles per day based upon 1958 tabulations, with anticipated normal annual increases, and that the traffic upon the railroad is an average of 20 train movements per day.

VI

That the highway grade approaching the said proposed overcrossing structure from the northeast is an ascending grade of 1.57% and that the grade approaching the said proposed overcrossing structure from the southeast is an ascending grade of 0.944%, which grades are connected by a vertical curve 1,400 feet in length.

VII

That the petitioner proposes that the construction of the said proposed overcrossing structure with its approaches be handled and the costs thereof borne as follows:

__THINGS TO BE DONE BY STATE__:

(a) Prepare plans and specifications and award a contract or contracts for the construction of the proposed overcrossing structure, with its approaches, and supervise the work to be done.

(b) Finance the construction of said project, without participation therein from funds of Railroad Company, from State and Federal highway funds, including reimbursement to Railroad Company for the necessary expenses incurred in connection therewith which are reimbursable under, and not prohibited by, the terms of General Administrative Memorandum No. 290, issued by the Public

Roads Administration, and amendments thereof and supplements thereto.

(c) Maintain the said proposed overcrossing structure, with its appurtenances and approaches, after completion of the project.

THINGS TO BE DONE BY RAILROAD COMPANY:

(a) Make such revisions in existing communication systems as may be required to safeguard them during the construction of the project and reinstall the same in permanent locations after the completion of the project.

(b) Furnish such watchman and flagman services as may be necessary and required to safeguard railroad operations during the construction of the project.

(c) Move and thereafter reinstall such right of way fences as must necessarily be moved for the construction of the project.

(d) Maintain the railroad line with its appurtenances and facilities after construction.

[illegible]

It is anticipated that during construction of the proposed overcrossing structure it will be necessary to temporarily impair the vertical clearance over the tracks of Railroad Company to a clearance of 21 feet, which said temporary impaired vertical clearance will be removed upon the completion of the construction of the proposed overcrossing structure.

[illegible]

That the proposed construction is in the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 17, Township 27 South, Range 8 East, W.M., in Klamath County, Oregon.

WHEREFORE, petitioner prays for an order permitting such construction and temporary impaired vertical clearance and the operation of trains thereunder in accordance herewith, and for such other and further orders as may be proper in the premises.

Dated at Salem, Oregon, this 25th day of July, 1955.

STATE OF OREGON, by and through its
State Highway Commission

[illegible]
Assistant Attorney General and Chief Counsel
for the State Highway Commission

[illegible]
Assistant Counsel for the State Highway Commission

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JAN 3 1956
FOR FILING

FORM [illegible]
F-2[illegible]([illegible])
4573

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
December 27, 1955

SUBJECT: Pux 136-Chemult Overcrossing
The Dalles California Highway
Southern Pacific Company
Klamath County

To:
Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson (6)
Mr. W. W. Stiffler
Mr. E. A. Collier (2)
Mr. Dean Swift (2)
Mr. H. B. Simpson

Herewith I hand you copy of Order No. 34245, issued by the Public Utilities Commissioner under date of December 21, 1955, authorizing the above indexed overcrossing.

While removal of the existing overcrossing structure is not required by the order, mention thereof is made.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

RECEIVED
[illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible]
LEGAL DEPT.

Order #34245

BEFORE THE PUBLIC UTILITIES COMMISSIONER
OF OREGON

F-2474

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to construct an overcrossing over and across the tracks and right of way of Southern Pacific Company near Chemult, known as the CHEMULT OVERCROSSING on The Dalles-California Highway in the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 17, Township 27 South, Range 8 East, W.M., in Klamath County, Oregon.

ORDER

The above entitled matter was duly heard on Friday, September 30, 1955, at 9:00 A.M., in the Klamath County Court House, Klamath Falls, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner. The following appearances are of record herein:

J. W. DeSouza, Assistant Counsel, Salem, Oregon
In behalf of Oregon State Highway Commission;

R. B. Maxwell, Attorney, Klamath Falls, Oregon
In behalf of Southern Pacific Company.

On July 26, 1955, the State of Oregon, by and through its State Highway Commission, hereinafter referred to as Applicant, filed its application with the Commissioner for authority to construct an overcrossing structure to provide a highway crossing over the tracks and right of way of Southern Pacific Company's main line approximately one mile north of Chemult, in Klamath County, Oregon.

This overcrossing is a part of the revised location of The Dalles-California Highway extending from its junction with the Willamette Highway to Chemult.

Southern Pacific Company entered no formal protest to the construction but requested that provision be made for sufficient overhead clearance to allow for a slightly increased track elevation, which was agreed to by Applicant and revised plans submitted in accordance therewith.

Klamath County offered no objection to the proposed construction.

After due notice to all parties, the matter was set for hearing; evidence was adduced on behalf of parties as set forth above, the hearing was completed, and the matter submitted for determination. Based upon said evidence and record, it is found that:

The proposed overcrossing structure will be located approximately 461 feet north of the existing overcrossing structure which was built in 1926 by authority of P.S.C. Oregon Orders No. 1240 and No. 1296 and which no longer conforms to present day standards, being inadequate for current traffic conditions.

The structure will be of concrete and steel, having a total length between end bents of 323 feet 10 inches, will consist of eight spans supported by concrete and steel piers, and provide for one existing and one future track beneath the structure with a minimum horizontal clearance of 10 feet 7 inches and a minimum overhead clearance of 23 feet and 3 inches.

The highway will approach the structure from the northeast on an ascending grade of 1.57% and from the southwest on an ascending grade of 0.94%, which grades will be connected by a vertical curve 1,400 feet in length, part of which constitutes the roadway grade of the structure.

The estimated average annual daily traffic on the completed structure will be 2,500 vehicles per day based upon 1954 tabulations, with anticipated normal annual increases. An average of 20 train movements per day are presently being conducted over the tracks of Southern Pacific Company at this location.

Applicant will award contracts and supervise construction of the overcrossing structure and finance the project from state and federal highway funds, and will reimburse Southern Pacific Company for the necessary expenses incurred in connection with the construction which are reimbursable under and not prohibited by the terms of General Administrative Memorandum No. 299 issued by the Public Roads Administration and amendments thereof and supplements thereto.

It is anticipated that the minimum standard vertical clearance as set forth in Commissioner's Order No. 33700 will be impaired during the construction period and authorization therefor is requested.

Upon completion of the proposed overcrossing structure, the existing structure located approximately 461 feet south will be removed and the roadway on each side thereof will be barricaded.

From the foregoing, it is concluded that the construction of an overcrossing structure at this location as part of the revised The Dalles-California Highway is necessary and in the interests of the public, and the application should be granted; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to construct an overcrossing over and across the tracks and right of way of Southern Pacific Company near Chemult, known as the CHEMULT OVERCROSSING, on The Dalles-California Highway, in the Southwest Quarter of the Northeast Quarter of Section 17, Township 27 South, Range 8 East, Willamette Meridian, in Klamath County, Oregon, is granted; and it is further

ORDERED that the construction be done in a good and workmanlike manner and in accordance with modern accepted engineering practices, and in conformity as to location, angle of crossing, and general design with plans and profiles submitted with the application and subsequent revisions thereof, which are part of the record and by this reference made a part hereof; and it is further

ORDERED that Oregon State Highway Commission shall supervise and finance the cost of construction thereof from state and federal highway funds, and reimburse Southern Pacific Company for all necessary expenses incurred in connection with the construction which are reimbursable under and not prohibited by the terms of General Administrative Memorandum No. 299 issued by the Public Roads Administration and amendments thereof and supplements thereto; and it is further

ORDERED that Southern Pacific Company shall, subject to such reimbursement, make such revisions in existing communication and signal systems as may be required, furnish such watchman and flagman services as may be necessary to safeguard railroad operations during the construction period, and remove and reinstall such right of way fences as may be involved; and it is further

ORDERED that any impairment to the standard vertical clearance as set forth in Order No. 33700 that may be made necessary by the erection and use of falsework during the construction period is hereby authorized provided that a minimum vertical clearance of 21 feet above top of rail shall be maintained at all times; and it is further

ORDERED that Southern Pacific Company is herein authorized to operate over the tracks involved under such conditions of temporary impairment as are above set forth; and it is further

ORDERED that Oregon State Highway Commission shall install and illuminate such impaired clearance signs as may be deemed necessary by Southern Pacific Company; and it is further

ORDERED that, upon completion, Oregon State Highway Commission shall, at its own expense, maintain the overcrossing structure and the highway and its facilities, and that Southern Pacific Company shall, at its own expense, maintain its tracks, roadbed and other appurtenances beneath the structure; and it is further

ORDERED that, upon completion, the designation CF-504.4-A shall be assigned to the overcrossing and thereafter maintained thereon as a means of identification in the Commissioner's Catalog of Railroad Crossings in the State of Oregon; and it is further

ORDERED that, upon completion of the structure and its opening to highway travel, the approaches to the existing structure, designated as CF-504.3-A and situated approximately 461 feet southerly, be barricaded and closed to public travel.

Made and entered this 21st day of December, 1955.

CHAS. H. HELTZEL

Public Utilities Commissioner

(OFFICIAL SEAL)

[illegible] (1) Proceedings—Horse [illegible] Soc. 1956
of the [illegible] River [illegible]
[illegible]

FAS 254 County Curry Contract No. [illegible]

Section

Location

RECEIVED
JUL 23 1957
FOR FILING
S-308(1)
1-4

July 23, 1957

Washington State Highway Commission
Transportation Building
Olympia, Washington

Attention: Mr. Val O. Rinehart
Assistant Engineer, Plans & Contracts

Re: Contracts 3959, 4605, 4594

Gentlemen:

Keith Bros. Construction Company, Medford, has performed three contracts for the Oregon State Highway Department. These contracts are varied in size from $39,100 to $85,630. Two of the projects were completed ahead of schedule, and the other one was completed about a year after the original completion date. However, it was not the contractor's fault as it was necessary to make a fill over marshy area which required a great deal of time for settlement. All three of these contracts were for grading and surfacing work. Our relations with the contractor on these jobs have been satisfactory.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

Form A-180—10M—7-56

NOTED
V. R. JONES

NOTED
Harold C. Ayers

INVOICE

Oregon State Highway Department

SALEM, OREGON

Curry County
Gold Beach

Attn: County Court

Contract 4594
S-308 (1)

RECEIVED
MAY 2 - 1957

Invoice No. 50371

Date May 1, 1957

Your Req. No.

Billing Request No. [illegible] 320

Credit distribution: 500-1021-297

Final Billing, Brookings-Horse Ranch Section, FAS 259, covered by agreement dated November 4, 1955.

Original advance deposit	[illegible],919.00	
Less amount previously transferred	[illegible],919.00	
Balance in advance deposit fund		2,000.00
County share total cost as per attached statement	[illegible],774.35	
Less amount previously transferred	[illegible]	
Balance		1,855.35
To be refunded		$144.65

NOTED
John F. Hagemann

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

State Printing 90056

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

April 30, 1957

Curry County Court
Courthouse
Gold Beach, Oregon

NOTED
V. R. JONES

NOTED
John F. Hagemann

Gentlemen:

Final costs are now available for the Brookings-Morse Ranch Section of FAS 259 and it has been determined, as shown in the attached statement, that the agreed county share of these costs is $8,774.35. As the county initially deposited $8,919 a refund of $144.65 is due. This refund will be made within the next few days by means of a check from our accounting division.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

OREGON STATE HIGHWAY DEPARTMENT — ITEMIZED STATEMENT OF FINAL COSTS

County Curry — Contract No. [illegible] — Date 4-2-57
Completed 7-[illegible]

FAS 259 — Section Brookings-Morse Road

PAYMENTS TO CONTRACTOR

	Item	Unit	Unit Price	Total Qty.	Total Cost
1.	Clearing & grubbing	L.S.	$2,500.00	100%	$ 2,500.00
2.	Drainage excav., unclass.	c.y.	[illegible]	[illegible]44.8	724.00
3.	General	c.y.	0.73	[illegible],8[illegible].4	[illegible],[illegible]0.79
4.	Short overhaul	yd. sta.	0.02	17,648	352.9[illegible]
5.	[illegible]	C yd. sta.	[illegible]	13[illegible]	3[illegible].35
6.	Finishing roadbed & slopes	mile	[illegible]	2.21	1,3[illegible]
7.	12" c.m.p.	l.f.	[illegible]	116	4[illegible]8.8[illegible]
8.	18"	l.f.	[illegible]	[illegible]	84[illegible].00
9.	24"	l.f.	[illegible]	17[illegible]	1,[illegible].00
10.	36"	l.f.	[illegible]	6	75.00
11.	Salvage culvert pipe	l.f.	[illegible]	43	3[illegible].00
12.	Selected roadbed topping	c.y.	0.40	17,[illegible]1	6,844.[illegible]
13.	Hauling selected roadbed topping	yd. mile	0.1[illegible]	[illegible],[illegible]0.9	7,7[illegible]8.94
14.	3/4"-0 mat'l. in surface	c.y.	2.85	2,5[illegible]3	7,3[illegible]
15.	Sprinkling	M gal.	[illegible]	115.4	173.[illegible]
	F[illegible] (50%)				43[illegible].85

Subtotal	$39,834.44
Construction Engineering	2,141.26
TOTAL CONSTRUCTION COSTS	$41,975.70
FEDERAL FUNDS COLLECTED FOR PROJECT . .	$24,427.00

AGREED COUNTY SHARE OF TOTAL COST

50% of difference between total cost and federal funds
($41,975.70 - $24,427) ÷ 2 = $8,774.35

County Advance Deposit = $[illegible].00
Less Agreed County Share 8,774.35

REFUND DUE COUNTY = $ [illegible]44.65

JPB:mm

RECEIVED
FEB 25 1957
FOR FILING

jb

JOHN A[illegible]RTH, PRESIDENT

The Phoenix Insurance Company,
Hartford, Conn.

PACIFIC DEPARTMENT: 500 MILLS BUILDING, SAN FRANCISCO, 4

ORGANIZED 1854

PACIFIC DEPARTMENT
FRANK C. BEAZLEY
VICE-PRESIDENT
ERNEST F. WAGNER
SECRETARY
•
YUKON 6-2233

d-308 (1)

4594

February 20, 1957

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Re: Keith Brothers Construction Co.

Gentlemen:

Thank you for your letter of February 8, 1957 attaching copy of a claim from Brookings Red-E-Mix Concrete Company in the amount of $518.60. The matter has been referred to our insured and as soon as response is received we will advise you further.

Yours very truly,

A. G. Langford
B. G. Langford
Claims Superintendent

NOTED
FLOYD QUERY

REFERRED TO
BY SECRETARY

RECEIVED
FEB 25 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 13 1957
FOR FILING
1-303(1)
4594

February 8, 1957

Hon. Mark O. Hatfield
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens
Records Division

Dear Sir:

Thank you for your letter of February 7 to which was attached three copies of a claim filed with your office by Brookings Red-E-Mix Concrete Co. against Keith Bros. Construction, in the amount of $518.60. This claim is for furnishing crushed rock on State Highway Contract No. 4594, your file No. 3573. We will notify the Surety that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

cc Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD

MARK O. HATFIELD
SECRETARY OF STATE
SALEM, OREGON

Feb. 7, 1957

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We have received and filed a notice of claim by Brookings Red-E-Mix Concrete Co. in the sum of $518.60 against the bond taken from Keith Bros. Construction, principal, and The Phoenix Insurance Company, surety, for grading and surfacing the Brookings-Morse Ranch Section of the Chetco River Road in Curry County, contract No. 4594, our file No. 3573.

We are enclosing three copies of the claim for your information and files. Kindly acknowledge receipt of same for our records.

Sincerely,

MARK O. HATFIELD
Secretary of State

By Geo Stephens
Clerk
Records Division

GS:M
Enc.

RECEIVED
FEB 8 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

Lewis

RECEIVED
FEB 13 1957
FOR FILING
308 (1)
4594

February 8, 1957

Phoenix Insurance Company
Pacific Department
500 Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Brookings Red-E-Mix Concrete Co. against Keith Bros. Construction, in the amount of $518.60. The claim is for furnishing crushed rock on our Contract 4594, awarded to Keith Bros. Construction for grading and surfacing the Brookings-Morse Ranch Section of the Chetco River Road in Curry County.

This information is provided as your Company appears as Surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enc.

cc Rodgers Insurance Agency, Inc.
803 Title & Trust Building
Portland 4, Oregon

Keith Bros. Construction
1025 Barnett Road
Medford, Oregon

NOTED ON CARD

COPY

BROOKINGS RED-E-MIX CONCRETE CO.

Sand — Gravel — Rock

Brookings, Oregon

February 6, 1957

Secretary of State
State Office Building
Salem, Oregon

Dear Sir:

We would like to file a claim of $918.60 against Contract No. 4594, awarded to Keith Bros. Construction, for grading and surfacing the Brookings-Horse Ranch Section of the Chetco River Road in Curry County. This contract was completed July 30, 1956 and accepted by the Highway Commission August 16, 1956. The Phoenix Insurance Company, 803 Title & Trust Building, Portland 4, furnished the Performance Bond.

Our firm entered into a subcontract for the furnishing and application of the 3/4" minus crushed rock. We have a written and signed contractual agreement.

We have repeatedly requested that they make payment and have been assured each time that they would. However, we understand that their bond runs out on February 16, 1957 and must take this action.

Very truly yours,

THOMAS M. McKENZIE
Thomas M. McKenzie

TMM:gm

ENDORSED
File No. 3573
Filed February 7, 1957
MARK O. HATFIELD, Secretary of State

RECEIVED
FEB 5 1957
FOR FILING

8-308(1)

4517

February 4, 1957

Brookings Red-E-Mix Concrete Co.
Brookings, Oregon

Attention: Mr. Thomas M. McKenzie

Gentlemen:

The Phoenix Insurance Company, 803 Title & Trust Building, Portland 4, furnished the Performance Bond for our Contract No. 4594, awarded to Keith Bros. Construction, for grading and surfacing the Brookings-Morse Ranch Section of the Chetco River Road in Curry County. This contract was completed July 30, 1956 and accepted by Highway Commission August 16, 1956.

If you have a claim against this contract, it should be filed with the Secretary of State, Salem, before February 16, 1957 as the bond may not be held liable after that date.

This is in reply to your letter of January 28 concerning the above-mentioned contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

Brookings Red-E-Mix Concrete Co.
Sand — Gravel — Rock
BROOKINGS, OREGON

January 28, 1957

4594

Secretary
State Highway Department
Salem, Oregon

Dear Sir:

Please advise us the contract number and the name and address of the bonding company for the work which you performed for Curry County, titled "Grading and Surfacing" Brookings-Morse Ranch Section, Chetco River Road." Keith Bros. were the general contractors.

Thank you for your assistance.

Very truly yours,

Thomas M. McKenzie
Thomas M. McKenzie

TMM:gm

REFERRED TO
BY SECRETARY

RECEIVED
JAN 31 1957
OREGON
STATE HIGHWAY COMMISSION

Brookings Red-E-Mix Concrete Co.
Sand — Gravel — Rock
Brookings, Oregon

January 28, 1957

4594

Secretary
State Highway Department
Salem, Oregon

Dear Sir:

Please advise us the contract number and the name and address of the bonding company for the work which you performed for Curry County, titled "Grading and Surfacing" Brookings-Morse Ranch Section, Chetco River Road." Keith Bros. were the general contractors.

Thank you for your assistance.

Very truly yours,

Thomas M. McKenzie
Thomas M. McKenzie

TMM:gm

REFERRED TO
BY SECRETARY

RECEIVED
JAN 31 1957
OREGON
STATE HIGHWAY COMMISSION

Mr. W C Williams

5-308 (1)
4594

November 20, 1956

FINAL COST ANALYSIS

Brookings - Morse Ranch
Contract No. 4594

Chetco River Road
Prefix: 508-1021-201 (41)

Grading and Surfacing
Keith Bros., Contractors
G. A. Barnhart, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	100%	All	$2,500.00	$1,431.93	$ 1,431.96	$ 2,500.00
Drainage Excava., Unclassified	144.8	Cu. Yd.	5.00	4.79	694.60	724.00
General Excava., Unclassified	6,850.4	Cu. Yd.	0.73	0.67	4,605.40	5,000.79
Short Overhaul	17,648	Yd. Sta.	0.02	0.018	325.05	352.96
Long Overhaul	739.1	C-Yd. Sta.	0.50	0.46	340.33	369.55
Finish. Roadbed and Slopes	2.27	Mile	600.00	487.92	1,107.58	1,362.00
12" Corr. Metal Pipe	116	Lin. Ft.	4.30	3.67	426.16	498.80
18" Corr. Metal Pipe	160	Lin. Ft.	5.25	4.99	799.87	840.00
24" Corr. Metal Pipe	170	Lin. Ft.	7.00	6.60	1,123.38	1,190.00
36" Corr. Metal Pipe	6	Lin. Ft.	12.50	17.25	103.54	75.00
Salv. Culvert Pipe	63	Lin. Ft.	5.00	2.65	167.34	315.00
Selected Roadbed Topping	17,111	Cu. Yd.	0.40	0.286	4,899.38	6,844.40
Hauling Roadbed Topping	40,836.5	Yd. Miles	0.19	0.185	7,545.61	7,758.94
*3/4" Mat'l in Surfacing	2,593	Cu. Yd.	2.85	2.85	7,390.05	7,390.05
Sprinkling	115.4	M/gal.	1.50	1.19	138.02	173.10
Force Account (Flagging)					439.85	439.85
					$31,538.12	$35,834.44

Gross Revenue	$35,834.44
Total Cost	31,538.12
Net Profit	$ 4,296.32

Net Profit Equals 11.9% of Gross Revenue

* Material crushed by Warren Northwest, hauled and placed by Mr. McKenzie of Brookings.

Brookings-Morse Ranch
Contract No. 4594

Detail of Cost

Labor:

Labor	$ 9,229.89	
Labor Insurance	526.10	
		$ 9,755.99

Materials:

12" Corr. Metal Pipe	170	Lin.Ft.	At	$2.23	$ 258.68	
Bands	6	Each	"	2.23	13.38	
18" Corr. Metal Pipe	160	Lin.Ft.	"	3.10	496.00	
Bands	7	Each	"	3.10	21.70	
24" Corr. Metal Pipe	170	Lin.Ft.	"	4.86	826.20	
Bands	10	Each	"	4.86	48.60	
36" Corr. Metal Pipe	6	Lin.Ft.	"	9.48	56.88	
Bands	2	Each	"	9.48	18.96	
3/4"-0 Aggregate	2,593	Cu. Yd.	"	2.40	6,223.20	
						$ 7,963.60

Equipment Rental and Miscellaneous Expense:

Equipment Rent	$ 8,855.30	
Gas, Oil, and Grease	2,018.55	
Bond	295.80	
Move In Freight	950.00	
Small Tools	66.41	
P. L. and P. D. Insurance	115.37	
Powder and Caps	33.45	
Home Office and General Overhead	601.02	
		$12,935.90
		$30,655.49
Paid McKenzie		882.63
		$31,538.12

Remarks:

This was a "Federal Aid Secondary Project" located in Curry County. The westerly end of the project was at the junction of the Chetco River Road with the road leading from the Oregon Coast Highway to the Azalea State Park, which leaves said highway at a point about 500 feet westerly of the bridge over the Chetco River in the city of Brookings. The easterly end of the project was at Station 120+00, which station is near the Morse Ranch. The overall length of the project was 2.27 miles.

The project was bid on November 4, 1955 by Keith Bros. Construction Company of Medford, Oregon. It was awarded to them on January 6, 1956 and was completed on July 30, 1956.

The contractor began moving in his grading equipment, consisting of an HD-10 tractor with dozer blade, an HD-9 with DroH-1½-cubic yard loader, an Austin power grader, four 8-cubic yard trucks and other necessary equipment during the week ending February 4, 1956.

The contractor began clearing on January 30, 1956, using three men and an HD-10 tractor with dozer blade. This work progressed well and was completed during the week ending February 11, 1956.

On February 14, 1956, the contractor began excavating, using a power grader and an HD-10 with dozer blade. He was able to work two days when rains stopped the operations. Grading was resumed on March 13, 1956. For this work he used an HD-10 with dozer blade, an HD-9 with 1½-cubic yard scoop and two trucks. This work was completed on April 2, 1956.

He began placing the selected roadbed topping on April 3, 1956, using four 8-cubic yard trucks to haul, an HD-10 tractor with dozer blade to spread and an Austin blade to keep the road in shape. The aggregate was loaded with an HD-9 with a DroH 1½-cubic yard scoop. This work was completed on May 12, 1956. At this time the project was closed down, as the commercial source for the 3/4"-0 material could not produce material to specifications. Arrangement was made with Warren Northwest Company, who had work in this area, to produce the 3/4"-0 material. The contractor maintained the project during the period of inactivity. The contractor hired Mr. Mckenzie of Brookings to place the 3/4"-0 material on the road. This work was started on July 23, 1956 and completed on July 30, 1956. This completed the work to be done.

The contractor, having had good bid prices, using a small crew, and very little equipment, made a good profit.

M. N. Juve
Chief Cost Analyst

By

F. W. Sugnet

A

S-308 (1)
4594

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 18, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4594	7-Final	Keith Bros. Construction	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20138	H-161229	$ 1,190.95	9/18/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawling
ACCOUNTING DIVISION

Specified completion Date: Sept. 15, 1956

Time Extensions: None

Completion Date: July 30, 1956

Date Accepted: Aug. 16, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-19-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 19 1956

Ruth Rawling

NOTED ON CARD

RECEIVED
SEP 7 1956
FOR FILING
S-308 (1)

4594

September 7, 1956

CERTIFIED MAIL

The Phoenix Insurance Co.
Pacific Department
500 Mills Bldg.
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 4594 for work performed on the Brookings-Morse Ranch Section of the Chetco River Road in Curry County was completed by the contractor, Keith Bros. Construction, on July 30 and was formally accepted by the Highway Commission on August 16, 1956.

Final payment in the amount of $ 1,190.95 will be released to the contractor on or after September 17, 1956. The total contract amount is $35,834.44, of which amount $439.85 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
gl

RECEIVED
AUG 23 1956
FOR FILING

S-308 (1)

4594

August 28, 1956

CERTIFIED MAIL

The Phoenix Insurance Co.
Pacific Department
500 Mills Bldg.
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Keith Bros.Construction on contract No. 4594, covering the Brookings-Morse Ranch Section of the Chetco River Road in Curry County. This payment, in the amount of $9,638.91, will be released to the contractor on or after September September 7, 1956. The retained percentage is in the amount of $1,071.45.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
AUG 10 1956
FOR FILING

S-308 (1)

4594

August 7, 1956

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 30, 1956 on Contract No. 4594, Brookings-Horse Ranch Section, in Curry County, in connection with Federal Aid Project No. S-308(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc: John Cattrall

DEP:ch

Form E-1—1936—10-36

S-308 (1)
4514

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 4, 1956

Section Brookings - Morse Ranch

Kind of work Grading and Surfacing

Highway Chetco River Road

Section prefix 508-1021

Contractor Kieth Brothers

Contract number 4594

Date of contract Jan. 6, 1956

Date of completion Sept. 15, 1956

Date work started Jan 26, 1956

Estimated date of completion July 30, 1956

Project authorization $ 44,569.00

Exclusive of Engineering $ 41,423.80

Per cent of time elapsed 82.4 %

Estimated cost of completed project, exclusive of engineering $ 36,850.80

Estimated per cent ~~overrun or~~ underrun 11.4 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 3,171.20

Engineering cost to date $ 5,778.85, 182 %

Date project was completed July 30, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has completed project.

NOTED
W. T. W[illegible]

NOTED
L. H. Young

RECEIVED
[illegible] 6 1956
OFFICE OF
CONST[illegible] ENGINEER

NOTED
R. D. ASBURRY

Signed J. H. Barnhart

Address Box 551, Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
V. D. WOLFE

State Printing 89712

	GRADING	SURFACING	MAIN. ANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.27	2.27			
Miles partially completed	2.27	2.27			
Miles completed	2.27	2.27			
Total estimated quantities (contract)	7700	21700			
Total quantities corrected to date	6830.4	20.000			
Estimated quantities moved or placed to date	6830.4	20,000			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	0				
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers.........., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

RECEIVED
MAY 2 - 1956

FOR FILING

30 [illegible]
45 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 1, 1956

NOTED
W. C. WILLIAMS

SUBJECT: Brookings-Morse Ranch
Chetco River Road
Contract No. 4594

To:

Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

Reference is made to Laboratory Report No. 387434, dated April 25, 1956 showing that only 75% fracture is being obtained on that part retained on the ¾-inch screen instead of "all of the material .... which is retained on a ¾-inch sieve".

The initial Laboratory Report No. 360665, dated April 14, 1955 shows that there is 14% retained on the 2-inch screen with the maximum size shown as 3 inches. Also, Laboratory Reports 387526 to 387530, inclusive, dated April 27, 1956 show maximum pit-run size of 3 to 4 inches with from 5 to 18 percent retained on the 2 inch screen. From this it would appear that 100 percent fracture can be obtained on the 3/4-inch screen.

Will you please instruct the resident engineer to have the contractor adjust his operations so that the required fracture is obtained.

Also, will you please have him so mark the samples submitted that it is clear they represent improved material.

L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
MAY 2 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 30 1956
FOR FILING

FORM E-30X—37,500—2-55—62987
[illegible]
4594

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1956

SUBJECT: Brookings-Morse Ranch
Chetco River Road
Contract No. 4594

To:

~~Mr. Tom Edwards~~
~~Division Engineer~~
~~State Highway Department~~
~~Roseburg, Oregon~~

NOTED
W. C. WILLIAMS

Reference is made to Laboratory Report No. 387434, dated April 25, 1956 showing that the 3/4"-0 crushed gravel has only 75% fracture while the specifications require "all of the material ... which is retained on a ¼-inch sieve shall have at least one fractured face ... ."

Please instruct the resident engineer to inform the contractor that the pit and plant operations must be changed to produce the required fracture.

Will you also, please instruct the resident engineer to so mark the samples submitted for test that it is clear they represent improved and corrected material.

L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
APR 30 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 1 1956
FOR FILING
S-308(1)
1514

Form PR-3 (October 1954)
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

CPR8-2001
State Oreg[illegible]
County Curry
Project No. S-308(1)

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 23rd day of Apr., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 18th day of October, 1955, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 2.273 miles of grading, draining, and 2-lane low type surfacing
(Character of work)

between FA Route 2 at Brookings and a county road junction in T. 40 S., R. 13 W., W.M.,
(Control points)

consisting of 2.273 miles of roadway and no (Number) bridges. [illegible].

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of twenty-seven thousand and 00/100 dollars ($27,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is forty-three thousand, six hundred four and 00/100 dollars ($43,604.00).

PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By____________________
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By____________________
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By____________________
Division Engineer, Bureau of Public Roads

—33205

Oregon State Highway Department

Federal Aid Secondary
Project No. S-303(1)

BROOKINGS-MOORE RANCH SECTION OF THE
CHETCO RIVER ROAD IN CURRY COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Inside City Limits of Brookings

Type Code 2010
Roadway (Sta. 0+00 to Sta. 15+75)(Contract No. 1594)

All Required	Clearing and Grubbing (15%)	$	$ 375.00
2,400 cu. yds.	General Excavation, Unclassified	0.73	1,752.00
0.30 mile	Finishing Roadbed and Slopes	600.00	180.00
2,000 cu. yds.	Selected Roadbed Topping	0.40	800.00
7,000 yd. mi.	Hauling Roadbed Topping	0.19	1,330.00
300 cu. yds.	3/4" - 0 Material in Surfacing	2.85	855.00
50 M-gal.	Sprinkling	1.50	75.00
		Subtotal	$ 5,367.00
		10% Engr. & Cont.	536.70
		Total	$ 5,903.70

Length of Roadway 0.298 Mile
Cost of Roadway Per Mile $19,811.07

Outside City Limits of Brookings

Type Code 2010
Roadway (Sta. 15+75 to Sta. 120+00)(Contract No. 1594)

All Required	Clearing and Grubbing (85%)	$	$ 2,125.00
300 cu. yds.	Drainage Excavation, Unclassified	5.00	1,500.00
5,000 cu. yds.	General Excavation, Unclassified	0.73	3,650.00
22,000 yd. sta.	Short Overhaul	0.02	440.00
1,400 C-yd.sta.	Long Overhaul	0.50	700.00
1.97 miles	Finishing Roadbed and Slopes	600.00	1,182.00
120 lin. ft.	12-inch Corrugated Metal Pipe	4.30	516.00
180 lin. ft.	18-inch Corrugated Metal Pipe	5.25	945.00
160 lin. ft.	24-inch Corrugated Metal Pipe	7.00	1,120.00
6 lin. ft.	36-inch Corrugated Metal Pipe	12.50	75.00
40 lin. ft.	Salvaging Culvert Pipe	5.00	200.00
17,000 cu. yds.	Selected Roadbed Topping	0.40	6,800.00
39,000 yd. mi.	Hauling Roadbed Topping	0.19	7,410.00
2,400 cu. yds.	3/4" - 0 Material in Surfacing	2.85	6,840.00
380 M-gal.	Sprinkling	1.50	570.00
			$34,073.00
All Required	Flagging (57½% of Contractor's Cost)		200.00
		Subtotal	$34,273.00
		10% Engr. & Cont.	3,427.30
		Total	$37,700.30

Length of Roadway 1.975 Miles
Cost of Roadway Per Mile $19,088.75

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	County Funds
		INSIDE CITY LIMITS OF BROOKINGS		
Roadway	$ 5,903.70	$ 3,656.00	$1,123.85	$1,123.85
		OUTSIDE CITY LIMITS OF BROOKINGS		
Roadway	$37,700.30 $43,604.00	$23,344.00 $27,000.00	$7,178.15 $8,302.00	$7,178.15 $8,302.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

Funds For Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Curry County with the Highway Department.

FORM E30—50M—10-54—79485

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 7, 1955

SUBJECT:

To: Mr. S. H. Probert
Office Engineer

Attention: Mr. J. W. Nash

The following FAS projects, upon which bids were accepted November 3 and 4, are covered by agreements which require collection of the full federal percentage on total costs up to the amount set after each project:

County	Section	Project	Amount
Curry	Brookings-Morse Ranch	S-308(1) ✓	$50,000 ✓
Lake	West Side-Dry Creek	S-101(4) ✓	97,000 ✓
Wasco	Emerson Loop	S-248(1) ✓	98,000 ✓

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Assistant Engineer

JFH:mm

NOTED
V. R. JONES

FORM E-80X—80M—11-55—00325

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
J. W. CATTRALL

Roseburg, Oregon
Aug. 21, 1956

SUBJECT: Brookings-Morse Ranch Sec.
Chetco River Road

To: Mr. Tom Edwards
Construction Engineer
Salem, Oregon

NOTED
Harold C. Ayers

Curry Co

NOTED
J. [illegible]

An inspection was made August 16, 1956 by Mr. G. A. Barnhart and myself of the Brookings-Morse Ranch Section of the Chetco River Road, Curry County. The contractor had moved off the project approximately the first week in August and said project has since been maintained with County forces. Surfacing and drainage on this project was as good as could be expected, however, the fill slopes were very ragged and this matter was called to Mr. Barnharts attention.

As the County has assumed responsibility for maintenance of this section, I recommend that this project be accepted as completed.

F D Morgan
F. D. Morgan
Division Engineer

FDM/dls

RECEIVED
AUG 22 1956
ENGINEER
COUN[illegible]

IN THE COUNTY COURT OF THE STATE OF OREGON FOR THE COUNTY

OF CURRY

RESOLUTION

That certain work on County Roads namely the Brookings-Morse Ranch Section of F.A.S. 259 in Curry County also known as N. Bank Checto River Road, work being done under contract No. 4594 was completed on July 30, 1956.

BE IT RESOLVED that the work on contract No. 4594 is hereby approved and accepted by the Curry County Court this 15 day of August 1956. The County Court wishes to acknowledge the assistance of the State Highway Commission and express our appreciation on this work.

Guy H. Forsyth
Guy H. Forsyth, Judge

R.H. Ismert
Robert H. Ismert, Commissioner

D O Breedlove
D. O. Breedlove, Commissioner

RECEIVED
AUG 17 1956
ENG [illegible]
[illegible]

ROBERT H. ISMERT, COMMISSIONER
PISTOL RIVER, OREGON

GUY H. FORSYTH, JUDGE
GOLD BEACH, OREGON

D. D. BREEDLOVE, COMMISSIONER
SIXES, OREGON

CURRY COUNTY COURT
GOLD BEACH, OREGON

August 16, 1956

[illegible]
J. W. CATTRALL

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: John W. Cattrall

Dear Sir,

Enclosed herewith is a copy of a County Court Order appointing ✓ George A. Barnhart as County engineer.

Also enclosed are 2 copies of the County Court Resolution accepting contract No. 4594 as being completed.

See FAS-Co. agree file
FAS 259, Curry Co.

Yours truly,

CURRY COUNTY COURT

Guy H. Forsyth

By
Guy H. Forsyth
County Judge

Encl. 3

GHF:dcd

RECEIVED
AUG 17 1956

RECEIVED
AUG 1 1956

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

ROBERT H. ISMERT, COMMISSIONER
PISTOL RIVER, OREGON

GUY H. FORSYTH, JUDGE
GOLD BEACH, OREGON

D. D. BREEDLOVE, COMMISSIONER
SIXES, OREGON

CURRY COUNTY COURT

GOLD BEACH, OREGON

NOTED
V. R. JONES

NOT
Harold

August 10, 1956

State Highway Commission
State Office Building
Salem, Oregon

Attention: Mr. John Cattrall

Dear Sir,

Re your letter of August 9, re-contract No. 4594.

This is to advise that we will draw a resolution of acceptance in the above mentioned project as soon as possible.

Yours truly,

CURRY COUNTY COURT

By Guy H Forsyth
Guy H. Forsyth
County Judge

GHF:dcd

RECEIVED
AUG 13 1956
ENGINEER
COUNTY & CITY RELATIONS

NOTED
V. R JONES

NOTED
J. W. CATTRALL

NOTED
Harold C. A[illegible]rs

Salem, Oregon
March 16, 1956

FAS 259, Curry County
Brookings-Morse Ranch Section

Mr. Earl P. Saling
O F F I C E

NOTED
J. F. HAGEMANN

Attached are photostatic copies of deeds covering right-of-way purchased by the Curry County Court in connection with the Brookings-Morse Ranch FAS project involving the properties of Elmer L. Miller and Mabel L. Miller and Glen Hickey and Della Hickey.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

F/

ROBERT H. ISMERT, COMMISSIONER
PISTOL RIVER, OREGON

GUY H. FORSYTH, JUDGE
GOLD BEACH, OREGON

D. O. BREEDLOVE, COMMISSIONER
SIXES, OREGON

CURRY COUNTY COURT

GOLD BEACH, OREGON

March 14, 1956.

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. John Cattrall, Engineer County-City Relations

Dear Sirs:

Enclosed herewith is a photostatic copy of the order by the Curry County Court accepting the deeds of Elmer L. Miller and Mabel L. Miller and Glen Hickey and Della Hickey for the improvement on the right of way on the north Chetco River.

The third item in the order re James C. Leith and Hazel I. Leith, while it does not pertain to the Chetco River road, was incorporated in the order for our convenience. You may cross them out if you deem it advisable.

I am also enclosing photostatic copies of the deeds in this transaction.

Yours truly,

Guy H. Forsyth

Guy H. Forsyth,
County Judge

GHF:p
Enc.

RECEIVED
MAR 1[illegible] 1956

RECEIVED
[illegible] 1956
ENGINEER
[illegible]

RECEIVED
[illegible] 16 1956
OREGON
STATE [illegible] COMMISSION

RECEIVED
FEB 16 1956
FOR FILING

S-308(1)
4594

February 14, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on January 26, 1956 on Contract No. 4594, Brookings-Morse Ranch Section, in Curry County, in connection with Federal Aid Project No. S-308(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

[illegible]

RECEIVED
JAN 31 [illegible]
FOR FILING

S-308 (1)
4594

January 25, 1956

Keith Bros. Construction
1025 Barnett Road
Medford, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4594, which was awarded to you by the State Highway Commission on January 6, covering the Brookings-Morse Ranch Section of the Chetco River Road in Curry County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

Form A-150—10M—12-54

NOTED
[illegible]

INVOICE

Oregon State Highway Department

Salem, Oregon

RECEIVED
JAN 13 1956
ENGINEER
COUNTY & CITY RELATIONS

Curry County
Gold Beach, Oregon

Attn: County Court

Invoice No. 43123
Date January 9, 1956
Your Req. No.
Billing Request No. cc-207
Credit distribution: 508-1021-897

	Advance Deposit	8,919.00
Partial transfer county's share total cost. Brookings-Morse Ranch Section, FAS 259, Curry County. Covered by agreement dated November 4, 1955		6,919.00
	To be retained	$2,000.00

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By ____________________________

State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
[illegible]

January 9, 1956

Curry County Court
Courthouse
Gold Beach, Oregon

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

Contract No. 4594 was awarded on January 6 to Keith Brothers Construction for construction of the Brookings-Morse Ranch section of FAS 259. You are urged to do everything possible to complete right-of-way acquisition for this project so that the contractor will not be held up in his operations. A copy of the contract for your information and records is being forwarded under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
J. R. JONES

November 4, 1955

Curry County Court
Courthouse
Gold Beach, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

On November 4th the Highway Commission received a satisfactory bid from Keith Brothers Construction Co. of Medford for construction of the Brookings-Morse Ranch section of FAS 259. As per the agreement between state and county, an advance deposit based on 20% of the low bid, plus anticipated additional items, plus 12-1/2% for engineering and contingencies is required from the county prior to signing a contract. The amount of this deposit is as follows:

Bid Items	$39,440
Anticipated Additional Items	
Flagging	200
12-1/2% Engineering & Contingencies	4,955
Estimated Total Cost...........	$44,595
County advance deposit of 20% =	$ 8,919

Please make this deposit by means of a check or warrant in the amount of $8,919 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of the deposit and a letter certifying that all right-of-way has been acquired, a contract will be signed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

RECEIVED
JAN 12 1956
FOR FILING

S - 308 (1)
4594

January 6, 1956

Keith Bros. Construction Co.
1025 Barnett Road
Medford, Oregon

Gentlemen:

The State Highway Commission on November 4, 1955 accepted your proposal for grading and surfacing Brookings-Morse Ranch Section of the Chetco River Road in Curry County for the sum of $39,440 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4594.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Secretary

mm

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Attention: Dorothy McCormack

R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

NOTED
J. Mc C.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 6, 1956
2:05 p. m.

Keith Bros. Construction Co.
1025 Barnett Road
Medford, Oregon

Contract for grading and surfacing Brookings-Morse Ranch Section, Curry County for which you submitted low bid on November 4, 1955 awarded you today. Contract forms follow shortly.

Floyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMM.

Accounting (5003-900)
Files ✓
C. W. Head

Yours very truly,

Keith Bros. Const. Co.

By Kenneth E. Keith
Partner.

RECEIVED
DEC 15 1955
STATE [illegible] COMMISSION

Noted

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

S
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 6, 1956
2:05 p. m.

Keith Bros. Construction Co.
1025 Barnett Road
Medford, Oregon

Contract for grading and surfacing Brookings-Morse Ranch Section, Curry County for which you submitted low bid on November 4, 1955 awarded you today. Contract forms follow shortly.

Floyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMM.

Accounting (5003-900)
Files ✓
C. W. Head

Yours very truly,

Keith Bros. Const. Co.

By Kenneth E. Keith
Partner.

RECEIVED
DEC 15 1955
STATE H[illegible] COMMISSION

Noted

RECEIVED
DEC 1) 1955
FOR FILING

S-308(1)

4511

PHONE [illegible]

Half Block off South Riverside on Barnett Road

KEITH BROS. ~~MOTORS~~ Const. Co.
New and Used Truck Parts • Page & Page Parts
1025 BARNETT ROAD
MEDFORD, OREGON

file

Dec. 13, 1955

State Highway,
c/o W.C.Williams,
Highway Bldg.
Salem, Oregon.

[illegible]

Gentlemen:

Confirming our conversation over the phone this day we hereby grant a twenty day extension of time in awarding the contract of the Morse section of the road at Brookings, Oregon.

As a result of this grant we respectfully ask an extension of time on this contract if necessary. Thanking you, we remain,

Yours very truly,
Keith Bros. Const. Co.
By Kenneth E. Keith
Partner.

RECEIVED
DEC 15 1955
STATE HIGHWAY COMMISSION

Noted

RECEIVED
NOV 15 1955
FOR FILING

S-308(1)
4294

November 15, 1955

County Court of Curry County
Court House
Gold Beach, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Curry County one fully executed copy each of a mainteance and finance agreement between the State Highway Commission and Curry County covering the Brookings-Morse Ranch section of FAS 259 in Curry County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
NOV 17 1955
FOR FILING

S-288 (1)
4594

file

Salem, Oregon
November 15, 1955

261
112

Mr. John W. Cattrall
City & County Relations Dept.
Office

Dear Mr. Cattrall:

Attached hereto for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Curry County covering the Brookings-Morse Ranch section of FAS 259 in Curry County.

One fully executed copy of each of the above agreements has been retained in this office for the Commission's files and one copy of each has been sent to the County Court of Curry County.

Very truly yours

Secretary

rn
Attach: 5

AGENDA
NOV 3 1955
A

FORM E30—50M—10 54—79485

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 2, 1955

SUBJECT:

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the Brookings-Morse Ranch section of FAS 259 in Curry County. Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on October 10, 1954.

John W. Cattrall
Engineer, County and City Relations

By
Robert H. Prange
Robert H. Prange
Office Engineer

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE Bids to be received 11-4-55
W B Searcy
Secretary

2 agr [illegible]

sign 2 copies of each

A

AGENDA
NOV 3 1955
A

FORM E30—50M—10 54—79485

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 2, 1955

SUBJECT:

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the Brookings-Morse Ranch section of FAS 259 in Curry County. Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on October 10, 1954.

John W. Cattrall
Engineer, County and City Relations

By
Robert H. Prange
Robert H. Prange
Office Engineer

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE Bids to be received 11-4-55
Secretary

2 agreements

sign 2 copies of each

(A)

RECEIVED
NOV 9 1955
FOR FILING

3-308(1)

4594

November 9, 1955

Keith Bros. Construction Co.
1025 Barnett Road
Medford, Oregon

Gentlemen:

Reference is made to our letter of November 7, 1955 in which you were informed that the State Highway Commission has accepted your bid in the amount of $39,440.00 for the Hunter Creek-Macks Arch Rock Production Project on the Oregon Coast Highway in Curry County.

We note that an error was made in the job description, which should read as follows: "for grading and surfacing on the Brookings-Morse Ranch Section of the Chetco River Road in Curry County." The amount of $39,440.00 previously quoted is correct and was the low bid received for that job.

We regret that this error occurred, and we hope that it has not caused you any inconvenience.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

hlm

cc: Forrest Cooper
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
NOV 9 1955
FOR FILING

S-308(1)

4594

November 9, 1955

Keith Bros. Construction Co.
1025 Barnett Road
Medford, Oregon

Gentlemen:

Reference is made to our letter of November 7, 1955 in which you were informed that the State Highway Commission has accepted your bid in the amount of $39,440.00 for the Hunter Creek-Macks Arch Rock Production Project on the Oregon Coast Highway in Curry County.

We note that an error was made in the job description, which should read as follows: "for grading and surfacing on the Brookings-Morse Ranch Section of the Chetco River Road in Curry County." The amount of $39,440.00 previously quoted is correct and was the low bid received for that job.

We regret that this error occurred, and we hope that it has not caused you any inconvenience.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Forrest Cooper
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
NOV 8 1955
FOR FILING

November 7, 1955

Keith Bros. Construction Co.
1025 Barnett Road
Medford, Oregon

Gentlemen:

The State Highway Commission on November 4, 1955 accepted your bid in the amount of $39,440.00 for the Hunter Creek-Macks Arch Rock Production Project on the Oregon Coast Highway in Curry County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Forrest Cooper
S. H. Probert
R. G. Savage (SIAC)

[illegible] Project S-3-[illegible]( )
FAS [illegible]

RESOLUTION

11-1-55

WHEREAS, a county road in Curry County, State of Oregon, known as the Chetco River County Road, is routed through the County of Curry, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Curry County, the section adopted for improvement being more particularly described as follows; to wit:

From Brookings easterly to Highway Engineer's Survey Station [illegible], a point near Morse Ranch, a distance of [illegible] miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Curry will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Curry County, Oregon, that no encroachments will be permitted on the county road known as the Chetco River County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Curry County, Oregon, this 1st day of Nov., 1955.

BY:

County Judge Guy H. Forsyth

County Commissioner R. H. Imbert

County Commissioner D O Breedlove

ATTEST:

Otis A. Walker
County Clerk

cc-12(1955)

cc-13 (1954 Rev.)

[illegible] Contract 4594

RESOLUTION

10-31-55

WHEREAS, Federal Aid Secondary Highway No. [illegible] of the State of Oregon, known as the Chetko River County Road, is routed through the City of Brookings, Curry County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues of said city; to wit:

From a road junction adjacent to the southerly side of the Azalea State Park northerly to the easterly city limits of Brookings.

AND, WHEREAS, the State Highway Commission of the State of oregon is desirous of receiving Federal Aid for the improvement of said highway,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said highway until and unless the said City of Brookings will guarantee by resolution officially adopted by the City Council of said City that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Brookings, Curry County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by Federal Aid Secondary Highway No. [illegible] of the State of Oregon, known as the Chetko River County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Brookings, Curry County, Oregon, this 31 day of October, 1955.

Attest:

Mae D Smith
City Recorder

Byron L [illegible]
Mayor

October 20, 1955

Curry County Court
Courthouse
Gold Beach, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering financing, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications covering the Brookings-Morse Ranch section of FAS 259 upon which bids will be accepted on November 4. Also enclosed is an encroachment resolution for adoption by the City of Brookings covering that portion of the project within the city boundaries.

The finance agreement covers state, federal, and county participation in the cost of the project and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The limit of $50,000 for federal and state participation represents the balance of fiscal years 1956 and 1957 total FAS funds available to Curry County. The estimated total cost of this project, including engineering and contingencies, is $48,700; however, the low bid received plus anticipated additional items and 12-1/2% for engineering and contingencies will be the basis of the county's deposit. Please treat the above estimate as confidential.

The maintenance agreement and encroachment resolutions are standard forms required by the Bureau of Public Roads. These requirements also necessitate the City of Brookings adopting the encroachment resolution covering the section inside the city.

The set of plans and specifications is for the county's information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return all copies of both agreements and five copies of the encroachment resolution to this office. Also, have the City of Brookings adopt the city resolution and return five copies of it to this office. All documents should be mailed so as to arrive in this office not later than October 28.

Please advise as to the status of the right-of-way acquisition for this project. All right-of-way should be obtained by November 7 so that there will be no delay in awarding a contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

Encl.

September 8, 1955

Curry County Court
Court House
Gold Beach, Oregon

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Gentlemen:

Enclosed are four copies each of two option forms covering right-of-way required in connection with the Brookings-Morse Ranch section of FAS 259. It is presently planned to accept bids on this project at the Highway Commission meeting the first part of November. All right-of-way should be obtained prior to that time.

Please forward one signed copy of each option to this office after negotiations have been completed.

Two prints of a map upon which the right-of-way covered in the options is shown are also enclosed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Encl.

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 7, 1955

SUBJECT: File No.24016-Hickey
File No.24015-Miller
Brookings-Morris Ranch Section
Chetco River County Road Hwy., FAS 259

To: Mr. John W. Cattrall
County & City Relations Engr.

Dear Mr. Cattrall:

Attached you will find two option forms in quadruple covering right of way to be acquired in connection with the Brookings-Morris Ranch Section of the Chetco River County Road in Curry County, together with copies of Statements of Information. This contract is scheduled for letting at the September 1955 Commission meeting.

Also attached are two prints of Map No. 1R-5-793 covering this area and bearing our date of September 6, 1955.

File No. 24015	Elmer L. Miller	0.18 acre
File No. 24016	W. C. Hickey	0.10 acre

Very truly yours,

R. L. PORTER
Right of Way Engineer

By Earl F. Saling

Earl F. Saling
Right of Way Office Mgr.

ML
mh

Attachments: 2 option forms in quadruple
2 prints of map
2 Statements of Information

RECEIVED
SEP - 8 1955
ENGINEER
COUNTY & CITY RELATIONS

FORM 230—50M—10-54—79488

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
August 16, 1955

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

SUBJECT:

7a 0 259
Curry Co

To: John F. Hagemann
Assistant Engineer, County and City Relations

Dear Sir:

The Brookings-Morse Ranch project was submitted in accordance with the instructions given from your office for an alternate 26' and 22' roadway width as dictated by slide areas.

Very truly yours,

T. Edwards

Tom Edwards
Division Engineer

TE:gb
cc: H. G. Smith

NOTED
J. F. HAGEMANN

RECEIVED
AUG 17 1955
[illegible]
[illegible] RELATIONS

J. W. CATTRALL

Salem, Oregon
August 15, 1955

NOTED
J. W. CATTRALL

Mr. Tom Edwards, Division Engineer
Oregon State Highway Department
Roseburg, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Fas 559

On August 11th the Highway Commission approved the fiscal year 1957 county FAS project in Jackson County as shown in the tabulation of which four copies are enclosed.

As stated in the tabulation, Mr. Rynning, Jackson County Engineer, is furnishing all required field data directly to the Bridge Division and no additional preliminary engineering will be required by your division personnel.

I advised your Office Engineer by 'phone sometime ago that Mr. Polk, District Engineer, had agreed to approve the Morse Ranch-Brookings project in accordance with the design you detailed in our 'phone conversation of last month; i.e., a 26' roadway which will be reduced to 22' in potential slide areas. As the Federal Government has apportioned fiscal year 1957 funds, this project could be prepared for contracting immediately upon receipt of the field data. Based on the low bid received for the Coast Highway-Forest Boundary section of FAS 597, Elk River Road, there will be an approximately $50,000 balance of FAS funds available for the Brookings-Morse Ranch project.

Fas 559
Curry Co

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:mm
Encl.

cc: H. G. Smith, Construction Engineer

NOTED

NOTED
Harold C. Ayers

Salem, Oregon
August 15, 1955

NOTED 9
J. W. CATTRALL
2

Mr. H. G. Smith
Construction Engineer

NOTED
J. F. HAGEMANN

The field data for the Brookings-Morse Ranch section as revised has been examined and found to be satisfactory. Mr. Polk, B.P.R. District Engineer, has indicated that he would approve the project as submitted; i.e., a finished width of 26' which is reduced to 22' through potential slide areas.

The field estimate of approximately $43,000 is well within the $50,000 of FAS funds which are presently available for this project.

The "Extra Anticipated Item" for "Move Power and Telephone Poles" should be eliminated as this is a county obligation under right-of-way.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:mm

cc: V. G. O'Neil
Frank Hall

NOTED
J. F. HAGEMANN

NOT
Harold

MEMO to J. W. Nash

August 15, 1955

BROOKINGS-MORSE RANCH SECTION
FAS ROUTE NO. 259

NOTED
J. W. CATTRALL

This project extends from the existing oil mat wearing surface at the easterly city limits of Brookings, easterly along the north bank of the Chetko River to Morse Ranch, a distance of 2.27 miles. The existing road is variable in width, having a light gravel wearing surface 14' to 18' wide.

The proposed project is to widen the existing roadbed and construct a gravel base with a crushed aggregate wearing surface 26' in width with the exception of several short sections where the width will be 22'. These 22' wide sections are necessitated by slide areas which, if disturbed, would result in costs entirely beyond the means of the county. Any attempt to relocate the road on these sections would result in the same slide problems and the entire $50,000 available to Curry County could very easily be used up in a few hundred feet of construction. A stable two-lane road is about the ultimate improvement the county can hope for with present road revenues.

This route serves as an outlet for timber products harvested in the Siskiyou National Forest north and east of Brookings and also gives direct service to several small farms.

The balance of the road consists of a 16' to 18' bituminous wearing surface with 2' to 4' shoulders on the 0.65 mile section extending from the west end of this project to FA Route 2 and a light gravel wearing surface 14' to 18' in width with a variable roadway width on the section extending from the east end of the project to the east end of the FAS route. Due to extremely high construction costs and lack of funds, both FAS and county, the county has no immediate plans for improvement of this route beyond Morse Ranch. The proposed Brookings-Morse Ranch project serves most of the existing roadside culture. It is the county's plan to place a bituminous wearing surface on this section as funds become available.

Curry County
2.27 Miles

Funds:		
	Federal	$30,000
	County	10,000
	State	10,000
	Total..	$50,000

JFH:mm

FORM E-30 25M 8-51 53319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
J. W. CATTRALL

SUBJECT: Oregon
June 23, 1955

To:

Mr. R. G. Smith
Construction Engineer

RECEIVED
JUN 24 1955
ENG
COUNTY & CITY RELATIONS

At the request of Curry County the Coast Highway-Forest Boundary section of FAS 597, Elk River County Road, is to be adjusted in length so as to utilize approximately $51,000 of total FAS funds. The project as adjusted should extend from the Coast Highway easterly as far as funds will permit and is to be scheduled for the August letting. After bids have been received on this project and an estimate of cost based on the low bid is available, the balance of funds presently available to Curry County ($102,000 less the cost of the Coast Highway-Forest Boundary project) will be used for the Brookings-Morse Ranch section of FAS 259, the Chetco River County Road. Further details may be obtained from the County and City Relations Division.

FAS 259

W. C. Williams
Deputy State Highway Engineer

JFH:mm

cc: V. G. O'Neil
Frank Hall
J. W. Cattrall

NOTED
HAGEMANN

RECEIVED
FORM 2-30 25M 9-51
MAY 23 1955
FOR FILING

[illegible]

ORECON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 18, 1955

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams ✓
OFFICE

L

Reference is made to the Brookings-Morse Ranch section of FAS 259 and the Elk River Junction-Forest Boundary section of FAS 597 in Curry County which were approved by the Highway Commission as 1956 and 1957 county FAS projects respectively.

Since the Brookings-Morse Ranch project was approved later and higher traffic counts have been made in this section and, based on AASHO standards, additional roadway width from that originally contemplated will be required. As a result this project is being reworked and it is doubtful if it can be ready for the June-July letting. The field data for the Elk River Junction-Forest Boundary project has been completed and is in Salem.

It is suggested that these projects be reversed insofar as fiscal year funds for their construction are concerned. This would result in the Elk River Junction-Forest Boundary section of FAS 597 being constructed with 1956 funds and contracted as soon as possible, and in the Brookings-Morse Ranch section of FAS 259 being constructed with 1957 funds and its contracting delayed until the 1957 funds are available.

There are sufficient available 1956 county FAS funds to make this change and the county has indicated its approval.

John W. Cattrall
Engineer, County and City Relations

By
John F. Hagemann
John F. Hagemann
Assistant Engineer

Approved. -
Trubert advised
WCW

JFH:mm
cc: Forrest Cooper
V. G. O'Neil
Frank Hall

RECEIVED
MAY 18 1955
OFFICE OF
STATE HIGHWAY ENGINEER

Memo to J. W. Nash

4/21/55

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

NOTED
Harold C. [illegible]

Brookings-Morse Ranch Section
FAS Route No. 259

This project extends from the existing oil mat wearing surface at the easterly city limits of Brookings, easterly along the north bank of the Chetko River to Morse Ranch, a distance of 2.27 miles. The existing road is variable in width, having a light gravel wearing surface 14 to 18 feet wide.

The proposed project is to widen the existing roadbed and construct a gravel base with a crushed aggregate wearing surface 26 feet in width.

This road serves as an outlet for timber products harvested in the Siskiyou National Forest north and east of Brookings.

Curry County
2.27 Miles

Funds:		
	Federal	$27,000
	State	9,000
	County	9,000
	Total..	$45,000

JFH:mm

Fas 259
Curry Co

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

Salem, Oregon
April 18, 1955

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayers

Mr. H. G. Smith
Construction Engineer

The field data for the Brookings-Morse Ranch section of FAS 259 has been examined by this office and found to be consistent with the project as proposed by the county and approved by the Highway Commission; however, the following revision is suggested for the following reason:

The traffic count available at the time this project was originally proposed indicated that this section of road would fall in the 100 to 400 A.D.T. category for AASHO standards. Based on this A.D.T. the project as proposed met minimum standards with the exception of the short sections of 22' width. Later traffic counts which are now available indicate that the A.D.T. for this section of road is approximately 475. In view of this latest count it is suggested that the width be increased to 26' throughout. Based on the field design and using 2:1 base and ditch slopes, this would add approximately $8,000 to the total cost and the additional funds required can be taken from the Elk River Junction-Forest Boundary section of FAS 597 which was also programmed in Curry County. The horizontal alignment would be substandard for the 400 to 1,000 traffic group, however, it is believed this is justifiable when the high cost of grading to a desirable alignment (estimated $50,000 per mile) is taken into consideration as against funds available to Curry County ($37,000 each for fiscal years 1956 and 1957). The existing road is a 14' to 20' light gravel road and the project as proposed, while not the most desirable, will result in a decided improvement.

In reference to the last paragraph of Mr. Edwards' letter, it should be noted that Mr. Edwards has apparently been misinformed. This office keeps a continuous, up to date physical inventory of all county FAS routes together with the latest available traffic counts, and this project was discussed by a representative of this office and the County Court after viewing the road.

All of Curry County's FAS routes extend from the Coast Highway easterly into forest lands. These roads are hemmed in by hills and sandstone bluffs on one side and a river on the other, making any improvement of alignment tremendously expensive. To improve Curry County's FAS routes to desirable standards would cost in excess of $1,000,000 as compared to Curry County's total FAS allocation for four years of $130,000. Under the circumstances about the best the county can hope to do is to construct a stable two-lane road with minor improvements in alignment and extending from the Coast Highway easterly as far as roadside culture exists. This is what has been proposed for the above project.

In any event, to avoid further misunderstandings, we will in the future discuss all county road FAS projects with the division during the time we are negotiating with the county.

Please advise this office of the revised estimated total cost as soon as available.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:mm

cc: V. G. O'Neil
Frank Hall

FAS 259
Curry

FORM E-30 25M 9-51 88019

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Dec. 22, 1954

SUBJECT: Base Design Charts

To: Mr. Tom Edwards
Division Engineer
Division III
Roseburg, Oregon

RECEIVED
DEC 23 1954
ENGINEER
COUNTY & CITY RELATIONS

Dear Sir:

Reference is made to the Brookings - Horse Ranch Section, of the F. A. S. 259.

Enclosed you will find 1 add. base design charts prepared from laboratory tests, numbers 352977.

These charts indicate the total thickness of base course plus wearing surface necessary for the individual soils on this project, as reported at this time.

It is desired that the soils requiring the least base course be used in the subgrade zones, where economically justified.

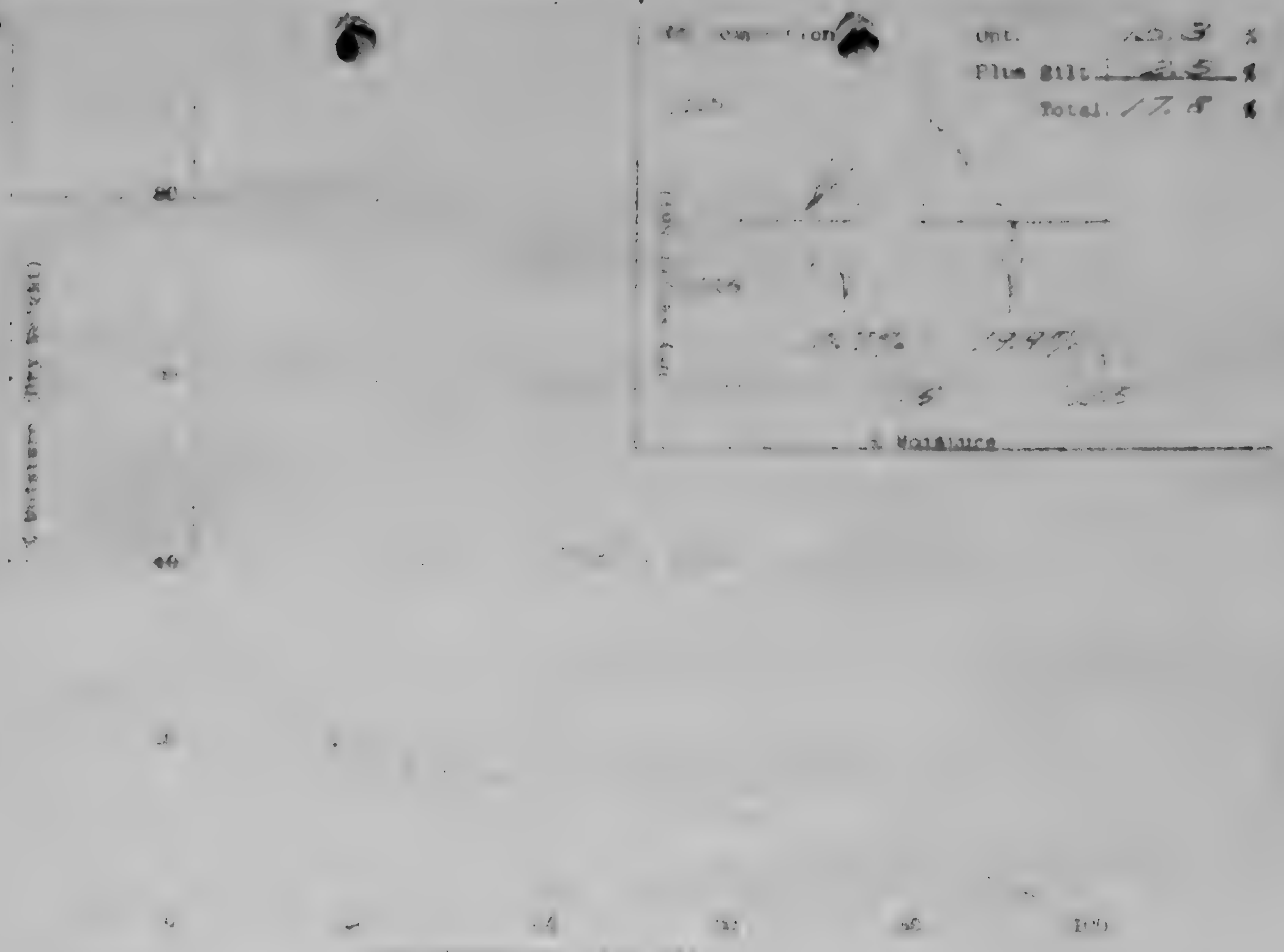
The final design of the base course on this project will require that we be advised of the soil selected for subgrade. This may necessitate more than one base thickness, depending upon local conditions. If this is correct, please indicate the station limits of the change sections involved. When this has been determined, please advise us of your recommended design and we will initiate the final design.

Very truly yours,

H. G. Smith
Construction Engineer

By Ray Webber
Ray Webber
Ass't. Construction Engineer

RW:of
Encls.
cc W. C. Smith
G. K. Roberts
M. S. Eager
County and City



Sample Number [illegible]

Lab No. [illegible]

LL [illegible]

PI [illegible]

Pass 200 Sieve [illegible]

HYDROMETER ANALYSIS

[illegible]

Natural Moisture %

NOTE

[illegible]

Base & Wear [illegible] Traffic [illegible]

Stone Base Reduction [illegible]

Stone Bearing Surface [illegible]

Plus 200 Increase [illegible]

[illegible] Bearing Surface [illegible]

Total Base & Wear [illegible]

GEORGIA STATE HIGHWAY DEPARTMENT

SOILS DIVISION

BASE DESIGN CHART

Station [illegible]

Project No. [illegible]

County [illegible]

Designed by [illegible]

FAS 259

FORM E-90 20M 9-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Dec. 20, 1954

NOTED
Harold C. Ayers

SUBJECT: Base Design Charts
Curry Co

To: ~~Mr. Tom Edwards~~
~~Division Engineer~~
~~Division III~~
~~Roseburg, Oregon~~

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Dear Sir:

Reference is made to the Brookings - Morse Ranch Section, of the F. A. S. 259 Highway.

Enclosed you will find 4 base design charts prepared from laboratory tests, numbers 352974, 352975, 352976, and 352978.

These charts indicate the total thickness of base course plus wearing surface necessary for the individual soils on this project, as reported at this time.

It is desired that the soils requiring the least base course be used in the subgrade zones, where economically justified.

The final design of the base course on this project will require that we be advised of the soil selected for subgrade. This may necessitate more than one base thickness, depending upon local conditions. If this is correct, please indicate the station limits of the change sections involved. When this has been determined, please advise us of your recommended design and we will initiate the final design.

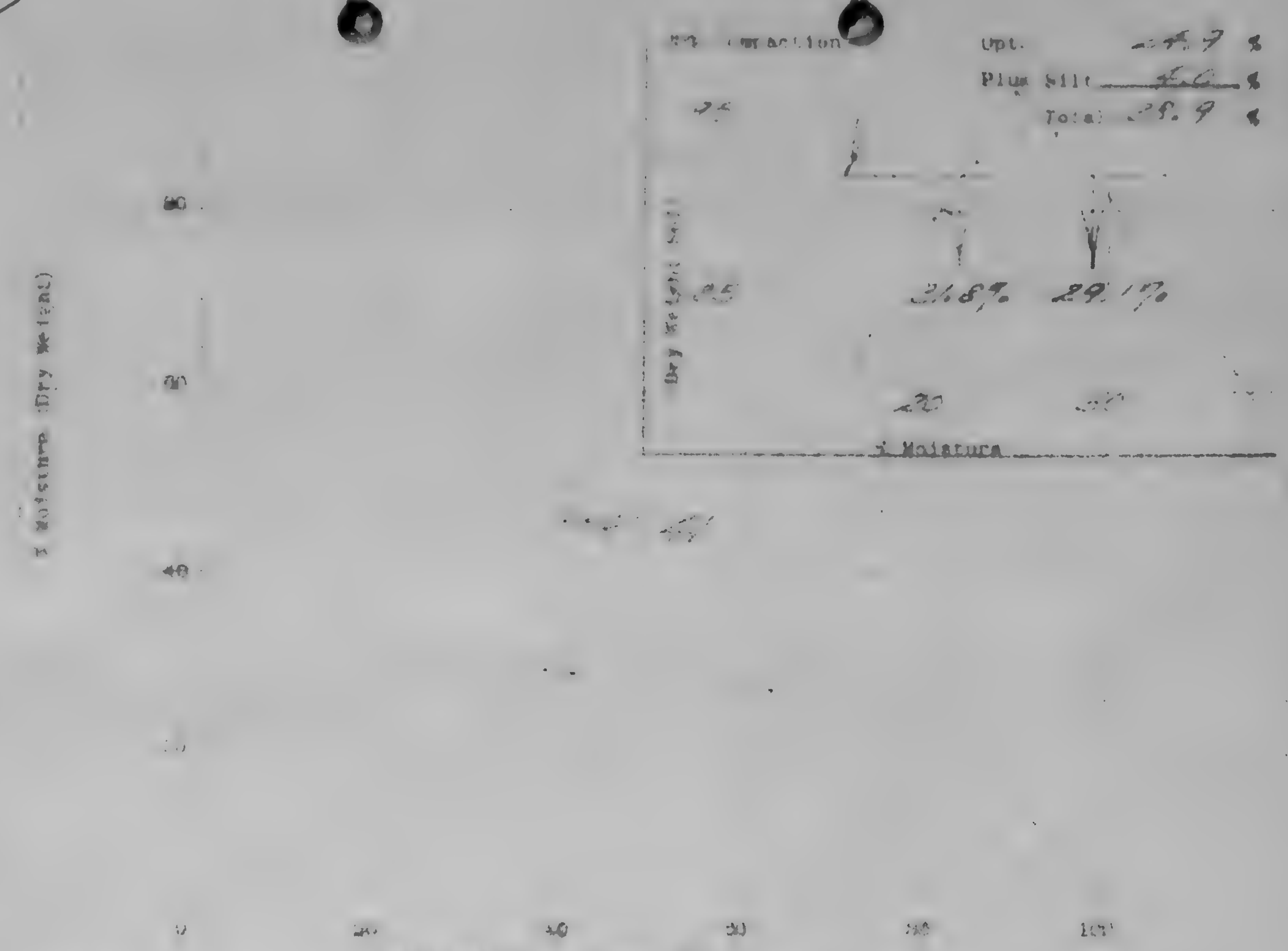
Very truly yours,

H. G. Smith
Construction Engineer

By Ray Webber
Ray Webber
Ass't. Construction Engineer

RECEIVED
DEC 22 1954
ENGINEER
COUNTY & CITY RELATIONS

RW:of
Encls.
cc H. G. Smith
G. E. Roberts
H. S. Unger
County and City



Data Sheet No. [illegible]

Lab No. [illegible]

LL [illegible]

PI [illegible]

Pass 200 Screen [illegible] %

HYDROMETER ANALYSIS

Particles larger than

2.0 mm [illegible] %

Coarse Sand [illegible] %

Fine Sand [illegible] %

Silt [illegible] %

Clay [illegible] %

Natural Moisture %

Base & Wear [illegible] Traffic [illegible] "

Minus Rock Reduction — "

"

Minus Wearing Surface 3.5 "

7.5 "

Plus 30% Increase 2.0 "

Plus Wearing Surface 3.5 "

Total Base & Wear [illegible] "

OREGON STATE HIGHWAY DEPARTMENT

ROADS DIVISION

BASE DESIGN CHART

Section Brookings - [illegible]

Hwy [illegible]

Station, [illegible] to City limits of Brookings

Depth - [illegible]

Hole #

To be used - Subgrade

Profile No. [illegible]

County - Curry

Date [illegible]

Designed by [illegible]

NOTE

This curve indicates the recommended base and surfacing requirements for this [illegible] soil after consideration of [illegible] and drainage conditions. [illegible] purposes [illegible] be necessary. [illegible]

% Moisture (Dry Weight)
80
60
40
20
0
20
40
60
80
100
Resistance Value "R"
T-99 Compaction
85
26.8%
29.1%
20
30
Dry Weight lbs
% Moisture

Opt. 24.9 %

Plus Silt 5.0 %

Total 29.9 %

Data Sheet No.	[illegible]
Lab No.	[illegible]
LL	[illegible]
PI	[illegible]
Pass 200 Screen	[illegible] %
HYDROMETER ANALYSIS	
Particles larger than	
2.0 mm	[illegible] %
Coarse Sand	[illegible] %
Fine Sand	9.6 %
Silt	32.3 %
Clay	[illegible] %
R-	[illegible]
Natural Moisture	%

Base & Wear R [illegible] Traffic	11.0 "
Minus Rock Reduction	— "
	"
Minus Wearing Surface	3.5 "
	7.5 "
Plus 20% Increase	2.0 "
Plus Wearing Surface	3.5 "
Total Base & Wear	13.0 "

OREGON STATE HIGHWAY DEPARTMENT

ROADS DIVISION

BASE DESIGN CHART

Section Brookings - [illegible]

Hwy [illegible]

Station [illegible] City limits of Brookings

Depth - [illegible]

Hole #

To be used - Subgrade

Profile No. [illegible]

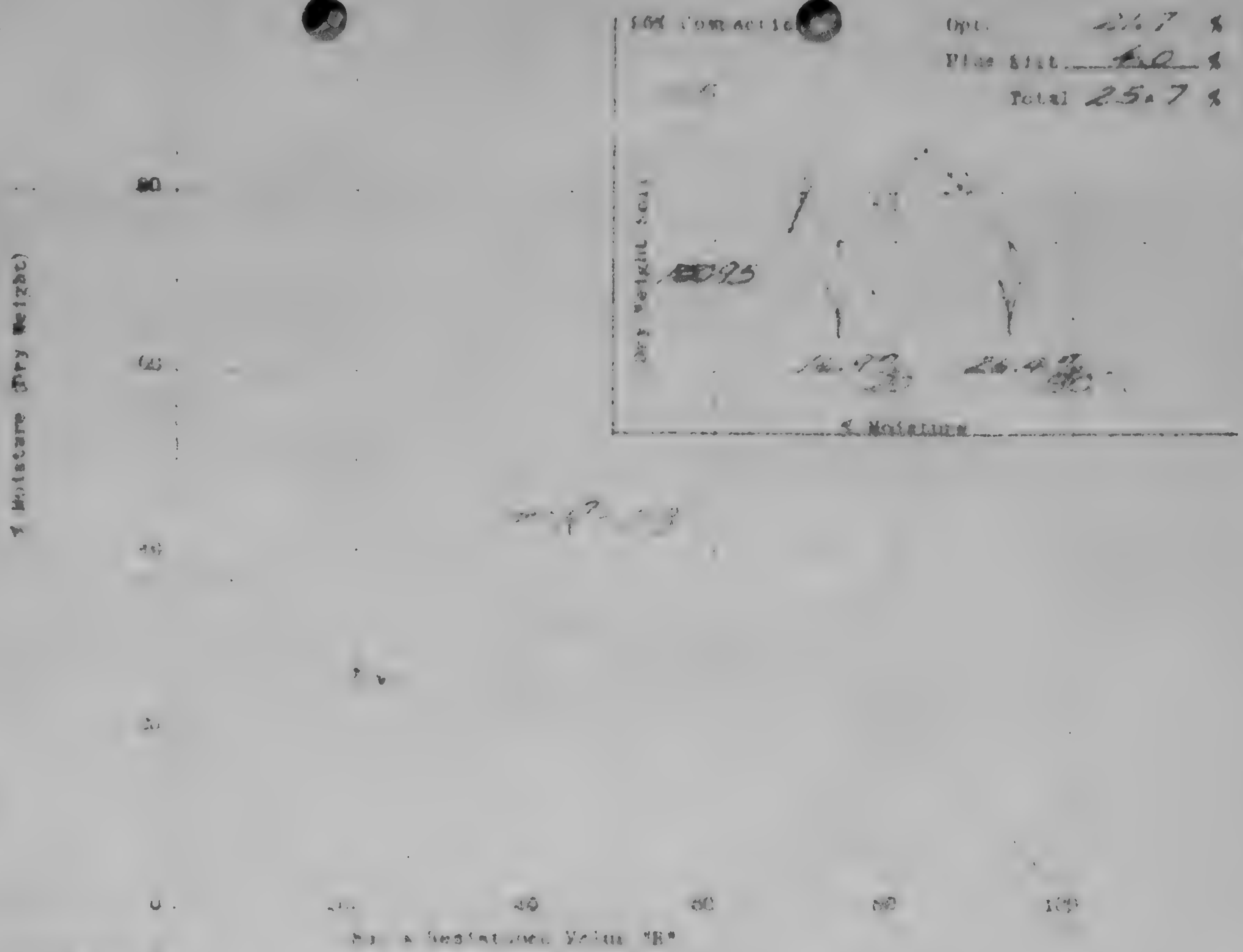
County - Curry

Date [illegible]

Designed by [illegible]

NOTE

This curve indicates the recommended base and surfacing requirements for this particular soil after consideration of the moisture and drainage conditions. For design purposes it will be necessary to [illegible]



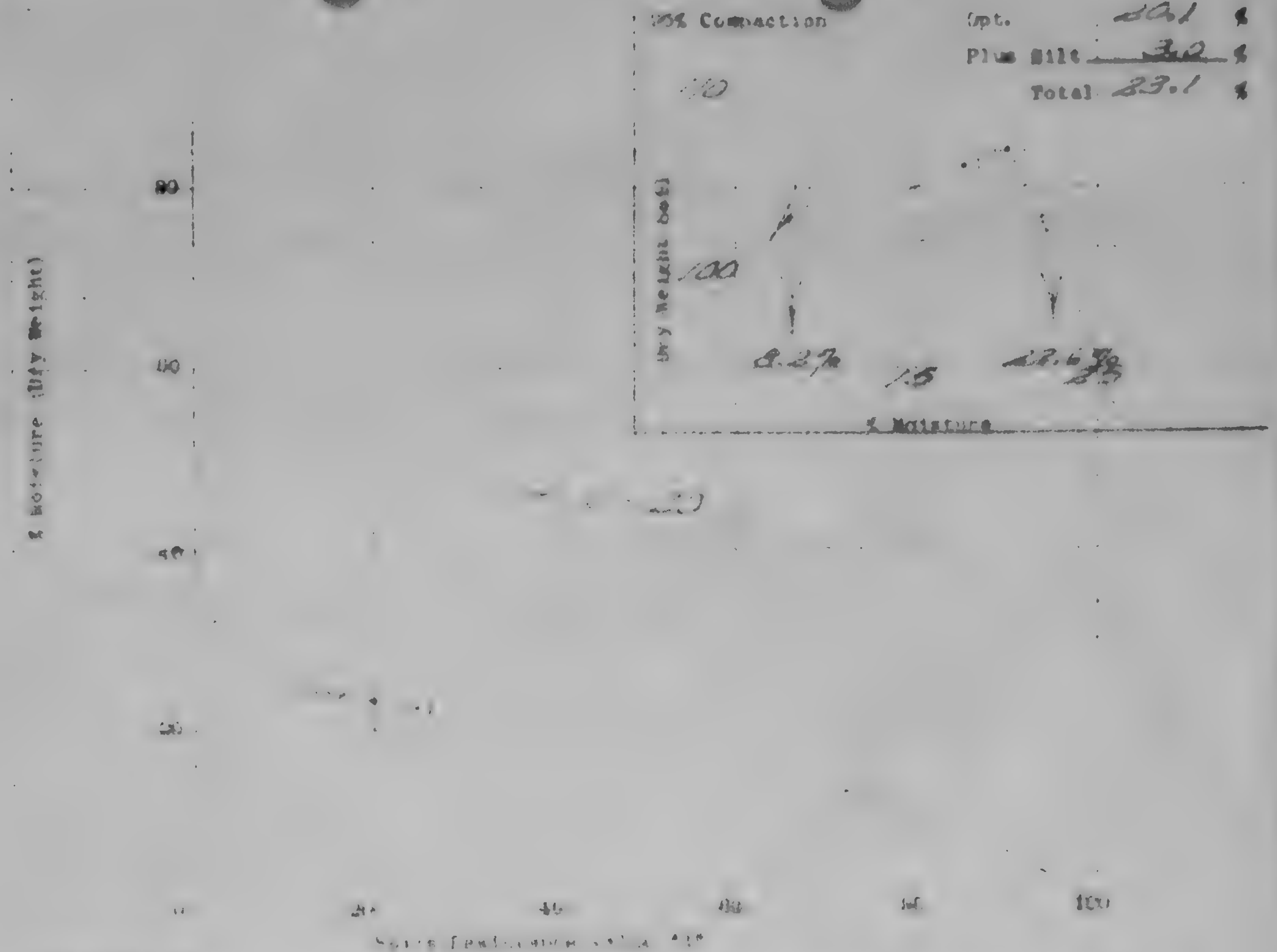
Field Sheet No.	434937
Lab. No.	252-275
LL	37
PI	12
Pass 200 Screen	75.9 %
HYDROMETER ANALYSIS	
Particles larger than	
2.0 mm.	9.6 %
Coarse Sand	4.1 %
Fine Sand	20.3 %
Silt	52.2 %
Clay	22.8 %
R.	26.7
Natural Moisture	%

Base & Wear 20 Yr Traffic	15.0
Minus Rock Reduction	
Minus Wearing Surface	3.5
	11.5
Plus 25% Increase	3.0
Plus Wearing Surface	3.5
Total Base & Wear	18.0

NOTE
This chart indicates the recommended base and surfacing requirements for this condition still after consideration of the moisture and drainage conditions [illegible] be necessary [illegible]

OREGON STATE HIGHWAY DEPARTMENT
SOILS DIVISION
BASE DESIGN CHART

Section Brookings - Harbor Ranch
Hwy 505 259
Station MP 25 ft. [illegible] of Brookings
Depth - 3" - 30"
Hole #
To be used Subgrade
Prefix No. 508 451
County Curry
Date [illegible] 54
Designed by [illegible]



Opt. 20.1 %

Plus Silt 3.0 %

Total 23.1 %

Field Sample No.	9.34908
Lab No.	35396
LL	33
PI	10
Pass 200 Sieve	63.0 %
HYDROMETER ANALYSIS	
Particles larger than	
2.0 mm	22.1 %
Coarse Sand	2.9 %
Fine Sand	22.0 %
Silt	26.9 %
Clay	26.1 %
G	2.70
Natural Moisture	%

NOTE

[illegible]

Base & Wear M.H Traffic	15.5 "
Minus Rock Reduction	0.5 "
	15.0 "
Minus Wearing Surface	3.5 "
	11.5 "
Plus 20% Increase	3.0 "
Plus Wearing Surface	3.5 "
Total Base & Wear	18.0 "

OREGON STATE HIGHWAY DEPARTMENT
SOILS DIVISION
BASE DESIGN CHART

Section Brookings - Harris Beach

Hwy FAS 259

Station MP 1.0 Mi. E. City limits of Brookings

Depth 4" - 30"

Hole #

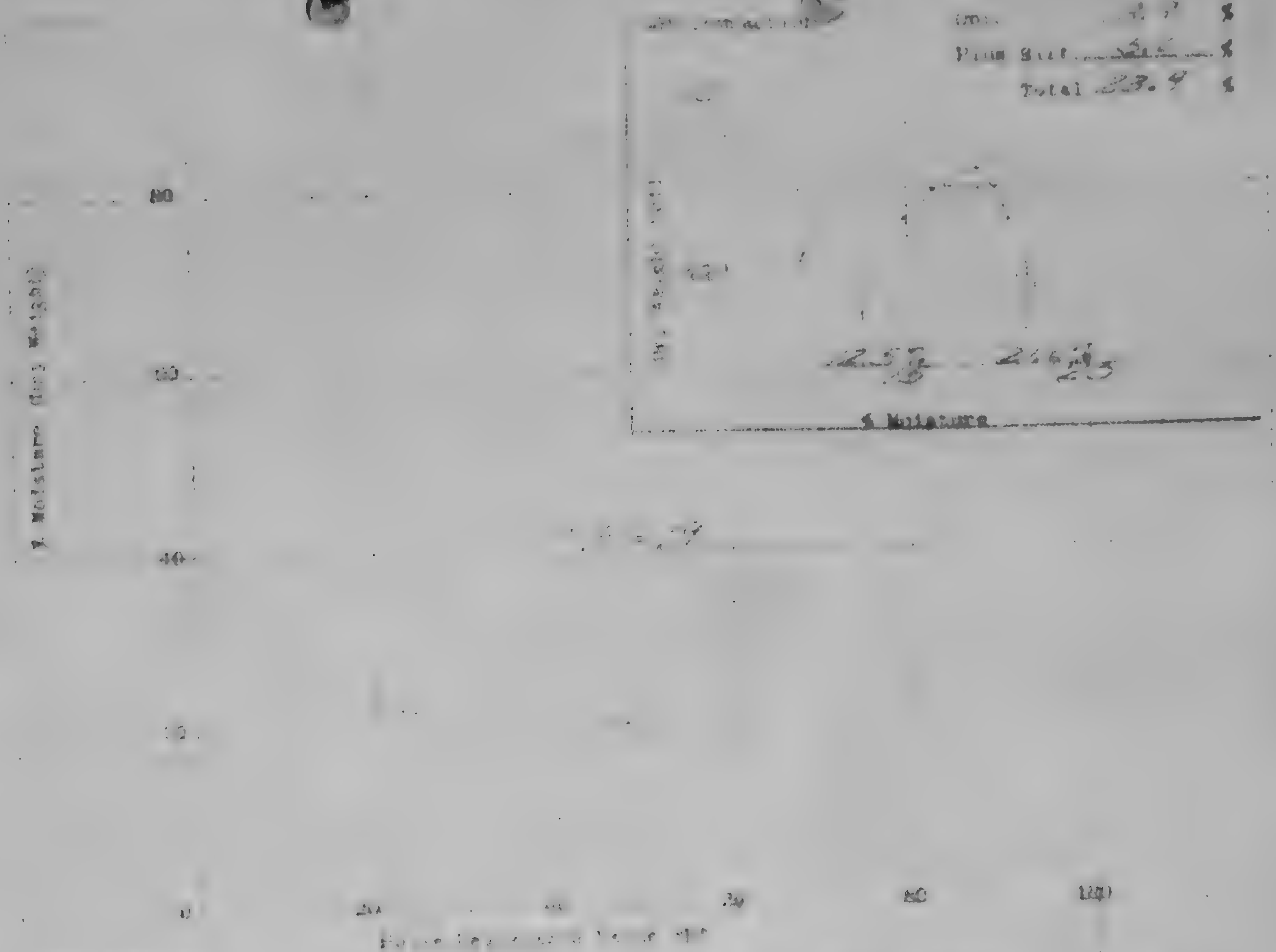
To be used Subgrade

Profile No. 508-1451

County Curry

Date 12-20-54

Designed by



[illegible] No.	[illegible]
[illegible]	[illegible]
LL	[illegible]
PI	[illegible]
Pass 200 Screen	[illegible] %
HYDROMETER ANALYSIS	
Particles larger than	
2.0 mm	0.0 %
Coarse Sand	7.2 %
Fine Sand	13.8 %
Silt	58.2 %
Clay	23.4 %
S-	2.63
Natural Moisture	%

Base & Wear [illegible]	Traffic	[illegible] "
Minus Rock Reduction		"
		"
Minus Wearing Surface		[illegible] "
		[illegible] "
Plus 30% Increase		[illegible] "
Plus Wearing Surface		[illegible] "
Total Base & Wear		18.0 "

NOTE

[illegible] curve indicates the recommended base and surfacing requirements [illegible]

OREGON STATE HIGHWAY DEPARTMENT
SOILS DIVISION
BASE DESIGN CHART
Section. Brookings - Morse Ranch
Hwy [illegible]
Station [illegible] S. limits of Brookings
Depth - [illegible]
Hole #
To be used - Subgrade
Profile No. [illegible]
County - Curry
Date [illegible]
Designed by

NOTED
Harold C. Ayers

NOTED
V. R. JONES

November 1, 1954

Curry County Court
Court House
Gold Beach, Oregon

259

NOTED
J. F. HAGEMANN

NOTED
J. W. CATTRALL

Gentlemen:

On October 28th the Highway Commission approved for construction with Federal Aid Secondary funds the projects in Curry County as shown on the attached tabulation. The details as set forth in this tabulation are believed to conform with the Court's request.

Preparation of plans and specifications and approval by the Bureau of Public Roads are now required prior to contracting the proposed projects. Preliminary engineering will be handled by our Division Office in Roseburg and will proceed as rapidly as available engineering personnel will permit.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

CURRY COUNTY
PROPOSED PROJECTS

FAS 259 - Brookings-Morse Ranch Section, 2 Miles, $35,000. This section extends from the city limits of Brookings easterly to Morse Ranch on the Chetko River County Road.

The proposed project is to grade to a uniform width throughout the length of the project and place a pit run gravel base with a crushed gravel wearing surface 22' or 24' wide. The present road has a considerable depth of pit run gravel in place of varying widths. The project should follow the present grade and alinement as closely as possible in order to utilize this gravel in place. If a 24' finished width cannot be obtained without extensive grading, the width should be reduced to 22' which could be obtained with a minimum of grading. Pit run gravel is available from the Chetko River and a commercial crushing plant is located near Brookings.

FAS 597 - Elk River Junction-Forest Boundary Section, 4.6 Miles, $67,000. This section extends from a junction with the Oregon Coast Highway approximately 3 miles north of Port Orford, southeasterly to the Siskiyou National Forest boundary.

The proposed project is to grade and place pit run gravel with a crushed or screened gravel wearing surface 22' or 24' wide. The existing grade and alinement should be followed as closely as possible. Pit run gravel is available from the Elk River adjacent to the proposed project; and if crushed gravel for the wearing surface cannot be economically obtained, possibly screened gravel could be used. The project should begin at the Coast Highway and extend southeasterly as far as available funds will permit.

9/9/54

FORM E-30 25M 9-51 92318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

Salem, Oregon
August 25, 1954

SUBJECT:

To: Mr. John W. Cattrall

NOTED
Harold C. Ayers

Mr. Hagemann, in his letter of August 23, advised of reluctance of Curry County to construct asphaltic concrete pavement on a section of the Chetco River Road, preferring instead to apply type 0-11 oil mat wearing surface.

Owing to the heavy log traffic (Mr. Hagemann states 75 to 100 trucks daily), certainly 0-11 would not be sufficient, and the Department would be criticized for constructing an inferior road. It is requested that this matter be further taken up with the County, proposing two alternates, one being the construction of asphaltic concrete pavement, the second being construction of a crushed rock or gravel surface only, which the County, if it so desired, could oil or pave at a later date. Suggestion is also made that possibly, if maintained as a gravel road, calcium chloride treatment could be applied during summer months to alleviate dust hazard.

OK for
Cr. Gravel wearing
surface as per
phone conversation with
Judge Forsyth 9/2/54
J. F. H.

W. C. Williams

WCW:me

70-59

NOTED
J. F. HAGEMANN

RECEIVED
AUG 26 1954
ENGINEER
COUNTY & CITY RELATIONS

Salem, Oregon
August 23, 1954

NOTED
Harold C. Ayers

Mr. W. C. Williams
OFFICE

NOTED
V. R. JONES

Curry County was contacted last week re programming available county FAS funds. The county requested a project for improvement of a 2-mile section of the Chetko River Road, FAS 259, immediately east of Brookings; however, the county further requested that the finished surface be an O-11 rather than asphaltic concrete pavement.

The section of road involved carries from 75 to 100 log trucks per day. If an A.C. pavement were specified it is estimated the cost per ton would be between $8 and $9 due to the small tonnage (5,000 tons) involved. Curry County is not equipped to maintain oil mats but hires a Brookings firm to do this type of maintenance and would do so for the completed FAS project.

In any event, the county was advised that it was the Highway Department's policy to specify asphaltic concrete on roads carrying the type and volume of traffic using FAS 259 and that this matter would be referred to either you or Mr. Baldock for a final decision. It would be appreciated if you will advise this office whether or not an O-11 would be approved.

One factor that might be considered is that an O-11 for the 2-mile section would cost approximately $12,000 as against $40,000 for A.C., and could always be resurfaced with A.C. if it didn't stand up.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED
J.F. HAGEMANN

30-1040 Umatilla Bridge Jct.-Hermiston 1936
Jct. Sec. of the Col. River Hwy.
395

50-147

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 20, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4595	5-Final	Arthur Simonsen & Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14618	B-155531	$ 1,028.72	7/20/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Aug. 15, 1956

Time Extensions: None

Completion Date: May 28, 1956

Date Accepted: June 4, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-23-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JUL 24 1956

Ruth Rawlings

NOTED ON CARD

RECEIVED
JUL 6 1956
FOR FILING

30-10-14

4-1-

July 5, 1956

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg
Tacoma 1, Washington

Gentlemen:

State highway contract No. 4595 for work performed on the Umatilla Bridge Jct.-Hermiston Jct. Section of the Columbia River Highway in Umatilla County was completed by the contractor, Arthur Simonsen & Company, on May 28, 1956 and was formally accepted by the Highway Commission June 4, 1956.

Final payment in the amount of $1,028.72 will be released to the contractor on or after July 16, 1956. The total contract amount is $34,556.91 of which amount $287.40 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

7-5-56
rm

9

RECEIVED
JUN 20 1956
FOR FILING

[illegible]

[illegible]

June 20, 1956

CERTIFIED MAIL

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen

The State Highway Commission is prepared to release semi-final payment to Arthur Simonsen & Co. on contract No.4595, covering the Umatilla Bridge Jct.-Hermiston Jct. Section of the Columbia River Highway in Umatilla County. This payment, in the amount of $10,143.81, will be released to the contractor on or after June 30, 1956. The retained percentage is $1,036.95.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

gl

Form E-1—10M—1-56

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 26, 1956

Section Umatilla Bridge Jct. - Hermiston Jct.

Kind of work Grading & Paving

Highway Columbia River

Section prefix 30-1049

Contractor Arthur Simonsen & Co.

Contract number 4595

Date of contract Jan. 11, 1956

Date of completion August 15, 1956

Date work started Feb. 10, 1956

Estimated date of completion ...., 19....

Project authorization $41,874.78

Exclusive of Engineering $38,897.20

Per cent of time elapsed 63 %

Estimated cost of completed project, exclusive of engineering $36,589

Estimated per cent ~~overrun or~~ underrun 2.8 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $2977.78

Engineering cost to date $4100, 142 %

Date project was completed May 28, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Subcontractor, Russell Olsen & Co., applied seal coat on Thursday of this week. Maintaining Friday.

NOTED
L. H. Young

NOTED
W. T. WRIGHT

RECEIVED
1956
CONSTRUCTION ENGINEER

NOTED
R. D. ASBURY

Signed

Address P. O. Box 542

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 93073

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.77			Binder	0.77
Miles partially completed					
Miles completed	0.77			0.77	0.77
Total estimated quantities (contract)	9300	3500		16	2000 T
Total quantities corrected to date	8880	3415		12.6	1859
Estimated quantities moved or placed to date	8880	3415		12.6	1859
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					12

Men

Supervision

Men and trucks under 3 tons 3

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., Oiling Equip., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Hot		
Tuesday	Hot		
Wednesday	Windy		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
MAR 5 1956
FOR FILING

30-1049
4595

March 6, 1956

Arthur Simonsen & Co.
2925 Grandview Drive
Baker, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4595, which was awarded to you on January 11 by the State Highway Commission, covering the Umatilla Bridge Jct.-Hermiston Jct. Section of the Columbia River Highway in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 12 1956
FOR FILING

1049
4595

January 11, 1956

Arthur Simonsen & Co.
1925 Grandview Drive
Baker, Oregon

Gentlemen:

The State Highway Commission on December 19, 1955 accepted your proposal for grading and pavement widening on the Umatilla Bridge Junction-Hermiston Junction Section of the Columbia River Highway in Umatilla County for the sum of $36,022.20 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4595.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

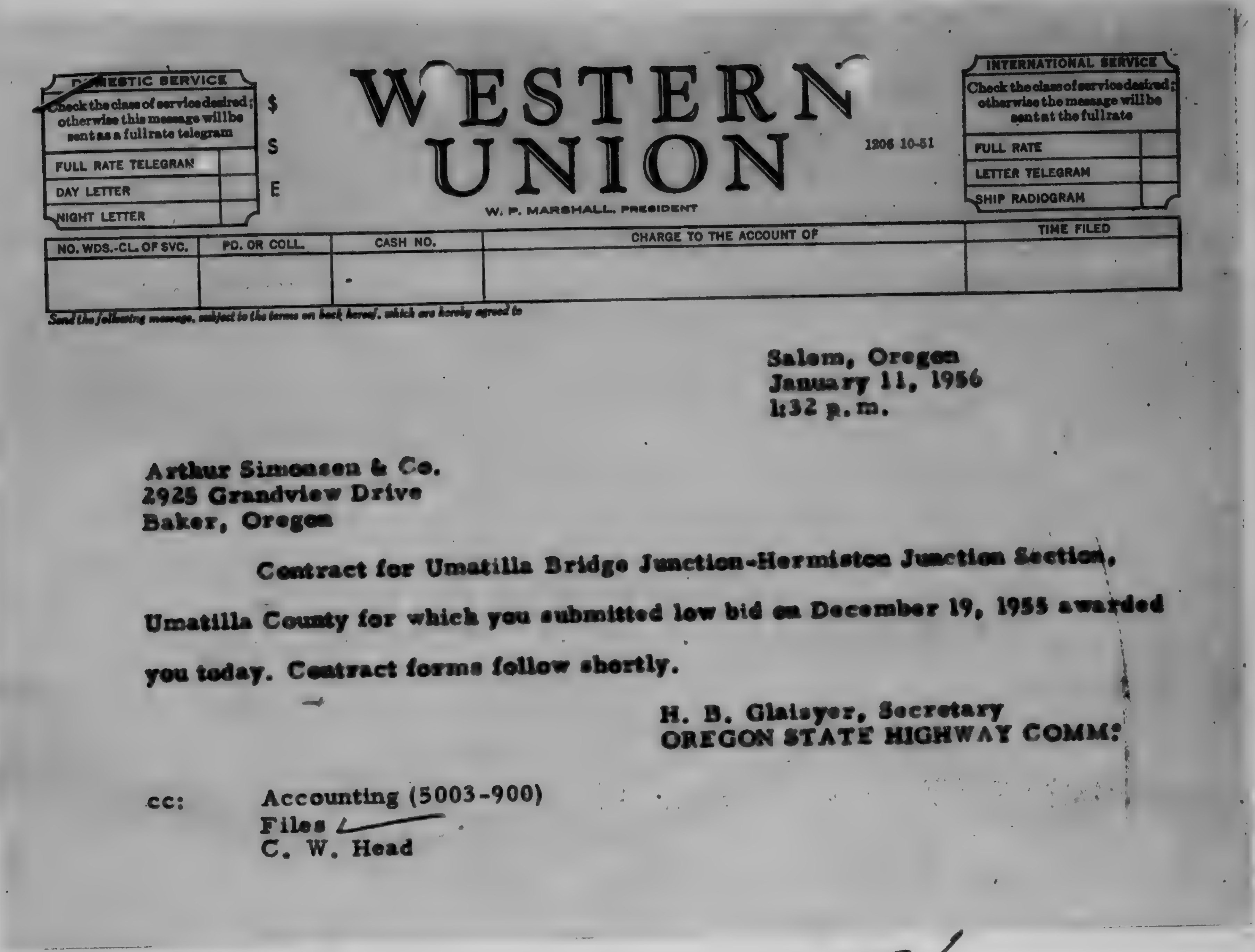
mm

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Attention: Dorothy McCormack

R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

NOTED



DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

- FULL RATE TELEGRAM
- DAY LETTER
- NIGHT LETTER

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

- FULL RATE
- LETTER TELEGRAM
- SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 11, 1956
1:32 p.m.

Arthur Simonsen & Co.
2925 Grandview Drive
Baker, Oregon

Contract for Umatilla Bridge Junction-Hermiston Junction Section, Umatilla County for which you submitted low bid on December 19, 1955 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM:

cc: Accounting (5003-900)
Files ✓
C. W. Head

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

RECEIVED
JAN 11 1956
FOR FILING

FORM E30—50M—4-54—74386

[illegible]-1149

4513

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

W C. [illegible]

Salem, Oregon
January 9, 1956

SUBJECT: Umatilla Junction-McNary Junction Section
Columbia River Highway
Umatilla County

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

A right of way clearance has been secured from the Bonneville Power Administration and as far as this department is concerned, the contract may now be awarded.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

2-130[illegible] Alsea Rock Production Project 1956
on the Alsea & Alsea-Deadwood
[illegible] Highways.

2-83

June 26th, 1956

Alsea Section
Contract #4596

FINAL COST ANALYSIS
Rock Production
E. C. Hall, Contractor
S. F. Walters, Resident Engineer

Alsea Highway
Prefix 2-8305

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1¼"-3/4" Cr. Rock in Stockpile	681.97	Cu. Yd.	$2.74	$2.847	$ 1,941.71	$ 1,868.60
3/4"-0 Cr. Rock in Stockpile	2,203.12	" "	2.74	2.847	6,274.17	6,036.55
3/4"-½" Cr. Rock in Stockpile	2,934.22	" "	2.74	2.847	8,354.79	8,039.76
½"-¼" Cr. Rock in Stockpile	4,381.23	" "	2.74	2.847	12,474.54	12,004.57
¼"-#10 Cr. Rock in Stockpile	772.82	" "	2.74	2.847	2,199.94	2,117.53
¼"-0 Cr. Rock in Stockpile	2,750.76	" "	2.74	2.847	7,830.40	7,537.08
S.P. Haul Adjustment, Favor of State	9,471	Yd. Mi.	0.10			- 947.10
Cr. Rock Sold to Loggers	6,310	Cu. Yd.	3.60	2.847	17,967.15	22,677.83
					$57,042.70	$59,334.82

Gross Revenue	$59,334.82
Total Cost	57,042.70
Net Profit	$ 2,292.12

Net Profit Equals 3.8% of Gross Revenue

Alsea Rock Production
Contract #4596

Detail of Cost

Labor:		
Labor	$17,923.80	
Labor Insurance	1,613.14	
Health & Welfare	562.66	$20,099.60
Equipment Rental & Misc. Supplies:		
Equipment Rental, Owned	$18,555.89	
" " , Hired Fully-operated	6,410.04	
Gas, Oil & Grease	2,601.72	
Bond	219.94	
P.U.C.	75.50	
P.L. & P.D. Insurance	251.12	
Small Tools & Misc. Supplies	366.57	
Explosives	2,969.25	
Home Office & General Overhead	1,099.71	
Move In, Freight & Cartage	4,393.36	36,943.10
Total Cost.		$57,042.70

Alsea Rock Production
Contract #4596

Breakdown of Crushing Costs

	Amount	Quantity	Unit Cost
Move In & Set Up	$5,503.36	20,034	$0.275
Drill & Shoot	4,558.72	"	0.227
Load & Haul to Crusher	12,575.77	"	0.627
Crushing	23,949.26	"	1.196
Haul & Stockpile	9,355.88	"	0.467
Supervision & Overhead	1,099.71	"	0.055
	$57,042.70	20,034	$2.847

Alsea Rock Production
Contract #4596

Remarks:

This was a "State Project" for crushing and stockpiling 13,724 cu. yd. of crushed rock. The contract was bid and awarded January 26th, 1956. Work started January 31st, 1956 and the project was completed April 6th, 1956.

The drilling crew moved in and started digging the coyote hole on February 5th, 1956 and was completed in approximately a week, including the blasting.

The quarry was located 2.1 miles southeasterly via a county road from the Alsea-Deadwood Highway at M.P. 1.0.

The contractor moved in and set up his crushing plant and started crushing rock February 21st, 1956. The rock broke large which slowed production. Also, there was a load limit on the Alsea Highway during the crushing operation and some of the material had to be stockpiled at a site near the present stockpile and when the restriction was removed the contractor had to reload and haul this rock to the designated stockpile site. This was an additional cost to the contractor.

The contractor suffered a loss on the rock crushed on the state project. The contractor crushed 6,310 cu. yd. of rock for a logging contractor after getting permission from the State. For this rock he received a good bid price and realized a good profit, but on the overall project only a small profit was realized. He had good supervision and equipment.

R. D. Asburry
Chief Cost Analyst

By . . George Kayser

OREGON STATE HIGHWAY DEPARTMENT

(date) June 15, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4596	4-Final	E. C. Hall Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12086	R-152991	$ 1,099.71	6/14/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 31, 1956

Time Extensions: None

Completion Date: April 10, 1956

Date Accepted: June 4, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-18-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

JUN 18 1956

NOTED ON CARD

RECEIVED
JUN 8 - 1956
FOR FILING

[illegible]
[illegible]

June 8, 1956

CERTIFIED MAIL

Seaboard Surety Co.
Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Gentlemen:

State Highway Contract No. 4596 for rock production on the Alsea Section of Alsea and Alsea-Deadwood Highways in Benton County was completed by the contractor, E. C. Hall Co., on April 10 and was formally accepted by the Highway Commission on June 4, 1956.

Final payment in the amount of $1,099.71 will be released to the contractor on or after June 18, 1956. The total contract amount is $36,656.99 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Seaboard Surety Co.
75 Maiden Lane
New York 38, N. Y.

NOTED ON CARD
gl

RECEIVED
MAY 8 - 1956
FOR FILING

9

May 8, 1956

CERTIFIED MAIL

Seaboard Surety Company
Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to E. C. Hall Co. on contract No. 4596, for rock production on the Alsea Section of the Alsea and Alsea-Deadwood Highways in Benton County. This payment, in the amount of $2,382.73, will be released to the contractor on or after May 18, 1956. The retained percentage amounts to $1,099.71.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: Seaboard Surety Co.
75 Maiden Lane
New York 38, N. Y.

NOTED ON CARD

Form E-1-Rev 6-55—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 14, 1956, 19

Section Alsea

Kind of work Rock production

Highway Alsea & Alsea-Deadwood

Section prefix 2-8305

Contractor E.C.Hall Co.

Contract number 4596

Date of contract Jan. 26, 1956, 19

Date of completion July 31, 1956, 19

Date work started Jan. 31, 1956, 19

Estimated date of completion April 10, 1956, 19

Project authorization $42,846.75

Exclusive of Engineering $39,799.87

Per cent of time elapsed 42 %

79/187/108

Estimated cost of completed project, exclusive of engineering $ 39,000

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 3046.88

Engineering cost to date $ 2750, 90 %

Date project was completed April 10, 1956, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Stockpiles all completed and survey party measuring same and computing quantities. Wm. N. Bailey Transitman to report to A.A.Fossen, Bend in grade. Will probably report Monday, April 23.

NOTED
FORREST COOPER

NOTED
V. D. WOLFE

NOTED

RECEIVED
APR 10 1956
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
R. D. ASBURY

Signed S Waller

Address Box 324, Albany

NOTED
L. H. Young

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
C. E. PAULSEN

State Printing 86385

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			40.7		
Miles partially completed					
Miles completed			40.7		
Total estimated quantities (contract)			13,900		
Total quantities corrected to date					
Estimated quantities moved or placed to date			13,500		
Average daily quantities			300		
Average daily quantities necessary to complete project on time			complete		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			18		

Men 8

Supervision 2

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers............, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	cldy & cool all week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
APR 12 1956
FOR FILING

2-8305

4506

April 4, 1956

Mr. Don Hall
E. C. Hall Company
12012 S. W. Barbur Boulevard
Portland 19, Oregon

Dear Sir:

This letter is your authority to produce, for use on logging roads in the near vicinity, 5,000 cubic yards of crushed rock from the state-owned quarry in which you are now set up on the Alsea-Deadwood Secondary Highway.

As a condition of crushing this rock, you must remit to the State 10 cents per cubic yard as royalty for the materials produced for logging road purposes. Upon completion of the work you will please submit a statement of the amount of materials for which you have been paid, and you will be billed for the amount of the royalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:mo

cc Mr. Forrest Cooper
Mr. J. D. Walker
Mr. C. H. Maison

RECEIVED
MAR 5 - 1956
FOR FILING

2-1305
4596

March 6, 1956

E. C. Hall Co.
12012 S. W. Barbur Blvd.
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4596, which was awarded to you by the State Highway Commission on January 26, for rock production on the Alsea Section of the Alsea and Alsea-Deadwood Highways in Benton County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 30 1956
FOR FILING

[illegible]
4596

January 30, 1956

E. C. Hall Co.
12012 S. W. Barbur Blvd.
Portland 19, Oregon

Gentlemen:

The State Highway Commission on January 26, 1956 awarded to you State Highway Contract No. 4596 for Alsea Rock Production Project on the Alsea and Alsea-Deadwood Highways in Benton County.

This award was based on your bid of $38,086 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

18-4216 South Unit, Lapine-Silver 1956
Silver Lake Sec. of the Fremont
#4597 Highway.

W. C. Williams

RECEIVED
APR 9 1957
FOR FILING
1-4-21
4597

NOTED
W. C. WILLIAMS

April 1st, 1957

FINAL COST ANALYSIS

South Unit, Lapine-Silver Lake
Contract #4597

Fremont Highway
Prefix 18-4216

Babler Bros., Inc., Contractor
H. S. Cox, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	26.06	Mile	$100.00	$47.13	$ 1,228.36	$ 2,606.00
*Furnishing & Placing Aggregates	5,496	Cu. Yd.	3.00	3.36	18,487.11	16,488.00
150-200 Asphalt	638.34	Ton	42.00	39.86	25,449.57	26,810.28
*3/4"-½" Cr. Material in Stockpile	1,814.32	Cu. Yd.	2.25	2.01	3,646.78	4,082.22
*½"-¼" Cr. Material in Stockpile	1,658.75	" "	2.25	2.01	3,334.09	3,732.19
*¼"-#10 Cr. Material in Stockpile	735.95	" "	2.25	2.01	1,479.26	1,655.89
PA #1, Asphalt Non-Strip Additive	204.33	Ton	7.80	6.63	1,354.71	1,593.77
Haul Adjustment, Favor of State	577	Yd. Mi.	0.10	0.10	57.70	57.70
Force Account (State's Share of Flagging)					201.60	201.60
					$55,239.18	$57,112.25

* Work done all or part by Jed Wilson.

	Gross Revenue	Total Cost	Profit	Loss	% Profit	% Loss
Babler Bros., Inc.	$39,947.55	$35,709.04	$4,238.51		10.6%	
Jed Wilson & Son	17,164.70	19,530.14		$2,365.44		13.7%
	$57,112.25	$55,239.18	$1,873.07		3.2%	

Detail of Cost
Babler Bros., Inc.

Labor:				
Labor & Supervision			$ 3,027.46	
Labor Insurance			208.16	
Health & Welfare			258.13	$ 3,493.75
Materials:				
150-200 Asphalt	638.34 Ton	at $25.58	$16,329.19	
Freight on 150-200 Asphalt	638.34 "	" 10.40	6,638.09	
Asphalt Non-Strip Additive	204.33 "	" 6.50	1,328.15	24,295.43
Equipment Rental & Misc. Supplies:				
Equipment Rental (Owned)			$ 1,745.70	
Gas, Oil & Grease			851.95	
Hired Trucks			3,272.44	
Small Tools & Misc. Supplies			136.40	
Freight & Cartage			295.60	
P.L. & P.D. Insurance			36.93	
Bond			207.44	
Home Office & General Overhead			1,373.40	7,919.86
Total Cost				$35,709.04

Detail of Cost
Jed Wilson & Son

Labor:		
Labor & Supervision	$4,294.76	
Labor Insurance	446.15	
Health & Welfare	248.70	
		$ 4,989.61
Equipment Rental & Misc. Supplies:		
Equipment Rental (Owned)	$4,194.25	
Gas, Oil & Grease	1,811.18	
Hired Trucks	4,414.09	
Hired Equipment	1,550.00	
Freight & Cartage	1,424.71	
Small Tools & Misc. Supplies	207.75	
P.L. & P.D. Insurance	42.95	
Bond	82.25	
Home Office & General Overhead	813.35	
		14,540.53
Total Cost......................		$19,530.14

Breakdown of Crushing

	Quantity	Unit	Cost	Unit Cost
Move In & Set Up	9,705	Cu. Yd.	$ 3,611.58	$0.372
Haul to Crusher	"	" "	3,220.04	0.331
Crushing	"	" "	6,700.74	0.69
Haul to Stockpiles	"	" "	4,919.69	0.506
Stockpiling	"	" "	1,078.09	0.111
	9,705	Cu. Yd.	$19,530.14	$2.01

The crushing plant operated 162 hours for an average production of 59.8 cu. yd. per working hour.

Remarks:

This was a "State Project" calling for the construction of 26.06 miles of Type D-0-30 oil mat wearing surface and furnishing of approximately 3,700 cu. yd. of crushed cinders in stockpiles. The project was bid January 26th, 1956. Work started July 30th, 1956 and the project was completed November 12th, 1956.

On July 30th, 1956 the contractor moved in a complete oiling outfit consisting of two 1,500-gal. distributors, two loaders, three rollers, one blade and eight hired trucks. All oiling was completed in 5 working days. The aggregate was borrowed from State stockpiles and later returned to the stockpiles by Jed Wilson, subcontractor on crushing.

On October 10th, 1956 Jed Wilson, subcontractor on crushing, started moving in his crushing plant into the cinder pit located 0.4 mile west of M.P. 33.4 on the Fremont Highway. Due to moving in late in the season, a considerable amount of wet cinders was encountered which retarded production. All crushing was completed November 9th, 1956.

Having high production on oiling, the prime contractor realized a nice profit. The subcontractor suffered a loss due to wet cinders and low production.

M. N. Juve
Chief Cost Analyst

By . . K. T. Wechter

FORM 2-120 30M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
JAN 31 1957
FOR FILING

18-4216

4597

January 30, 1957

Hahler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on January 22 had under discussion your request for an extension of time from August 31 to November 12, 1956 within which to complete your contract No. 4597, for oiling on the South Unit, Lapine-Silver Lake Section of the Fremont Highway in Klamath and Lake Counties.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dean Swift,
Division Engineer

H. S. Cox,
Resident Engineer

Tom Edwards,
Construction Engineer

RECEIVED
APR 5 - 1957
FOR FILING

(CONTRACT NO.) 18-4216

4597

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 16, 1957

(EST. NO.)	(CONTRACTOR)	
4 Final	Babler Brothers, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
369	H170455	$ 1,657.40	1/16/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

F Cole
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1956

Time Extensions: to Nov. 12, 1956

Completion Date: Nov. 12, 1956

Date Accepted: Mar. 28, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-3-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: APR 3 1957

Ruth Rawlings

NOTED ON CARD
JF

RECEIVED
JAN 4 - 1957
FOR FILING

1-4216

4597

January 4, 1957

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4597 for work performed on the South Unit, Lupine-Silver Lake Section of the Fremont Highway in Klamath and Lake Counties was completed by the contractor, Babler Bros.,Inc., on November 12, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,657.40 will be released to the contractor after acceptance by the Commission. The total contract amount is $57,112.25, of which amount $201.60 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
JAN 2 - 1957
FOR FILING

18-4216

4597

January 2, 1957

Oregon State Highway Commission

Request for extension of time
No. 2
January 22 and 23 meeting

Gentlemen:

Herewith is a request from Babler Brothers, Inc. for an extension of time on the South Unit, Lapine-Silver Lake Section, Contract No. 4597, from August 31, 1956 to November 12, 1956.

This contractor had a stock-piling project on the Santiam Highway for producing materials needed for sanding in the 1956-57 winter season. The division engineer requested him to complete this project before completing the crushing of stock-pile materials on the prime contract. The overrun of time was a benefit to the State, and I recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Tom Edwards

EAP:of fn

RECEIVED
JAN 2 - 1957
FOR FILING

18-4216

4597

January 2, 1957

Oregon State Highway Commission

Request for extension of time
No. 2
January 22 and 23 meeting

Gentlemen:

Herewith is a request from Babler Brothers, Inc. for an extension of time on the South Unit, Lapine-Silver Lake Section, Contract No. 4597, from August 31, 1956 to November 12, 1956.

This contractor had a stock-piling project on the Santiam Highway for producing materials needed for sanding in the 1956-57 winter season. The division engineer requested him to complete this project before completing the crushing of stock-pile materials on the prime contract. The overrun of time was a benefit to the State, and I recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Tom Edwards

EAP:of fn

RECEIVED
DEC 10 1956
FOR FILING

FORM E-20X 37½ 3-54—32330

12-4216

4597

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 7, 1956

SUBJECT: Time Extension

To:

E. A. Pease

A warrant is being held in our safe for the following contract pending receipt of time extension in this office. However this one cannot be release until December 14, 1956 due to durety notice.

Babler Brothers, Inc. Contract 4597 Est. 3 S F $8,172.56.

J. G. Herr

cc: Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
DEC 4 1956
FOR FILING
18-4216
4597

December 4, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Babler Bros.,Inc. in connection with contract No. 4597, for oiling on the South Unit, Lapine-Silver Lake Section of the Fremont Highway in Klamath and Lake Counties. This payment in the amount of $8,172.56 will be released to the contractor on or after December 14, 1956. The retained percentage is $1,715.10.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

Form E-1—

A

18-4216

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 16, 1956, 19

Section South Unit Lapine - Silver Lake

Kind of work Oiling

Highway Fremont

Section prefix 18-4216

Contractor Babler Brothers Inc.

Contract number 4597

Date of contract 1-26-56, 19

Date of completion 8-31-56, 19

Date work started 7-30-56, 19

Estimated date of completion 11-12-56, 19

Project authorization $56,684.88

Exclusive of Engineering $52,026.40

Per cent of time elapsed 133.64 %

Estimated cost of completed project, exclusive of engineering $52,026.40

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $4,658.48

Engineering cost to date $ 2,500.00, 53.67 %

Date project was completed 11-12-56, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project was completed Monday evening Mov. 12th.

Piles were remeasured the 14th and work on the semi-final has been under way since.

As this job is complete and as the semi will be submitted in the near future, weekly reopts will be discontinued.

Noted
M. N. Juve

NOTED
FORREST CO

NOTED
G. H. Young

NOTED
D. J. D

RECEIVED
NOV 19 1956
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address Box 151 Bend, Oregon

NOTED
V. D. WOLFE

Original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAI ANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				26.06	
Miles partially completed					
Miles completed				26.06	
Total estimated quantities (contract)			3700	5800	
Total quantities corrected to date			4209.02	5496	
Estimated quantities moved or placed to date			4209.02	5496	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1(1 day)		
Hours per shift			8		
Average force on project for week			14		
Men			13		
Supervision			1		
Men and trucks under 3 tons			8		
Men and trucks over 3 tons					
Men and tractors			2		

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., 1 loader ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	Cloudy		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
MAR 5 - 1956
FOR FILING

15-4216
4597

March 6, 1956

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4597, which was awarded to you by the State Highway Commission on January 26, for oiling on South Unit, Lapine-Silver Lake Section of the Fremont Highway in Klamath and Lake Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 30 1956
FOR FILING

18-4216
4597

January 30, 1956

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission on January 26, 1956 awarded to you State Highway Contract No. 4597 for oiling; also furnishing crushed material in stock pile on the South Unit, Lapine-Silver Lake Section of the Fremont Highway in Klamath and Lake Counties.

This award was based on your bid of $57,731 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

FLH-3(15) Basque Maintenance Station- 1956
McDermitt Sec. of the I.O.N.
#4598 Highway.

FLH-3(15) Basque Maintenance Station- 1956
cDermitt Sec. of the I.O.N.
#4598 Highway.

RECEIVED
MAY 20 1957

W. C. WILLIAMS

FINAL COST ANALYSIS

May 15, 1957
I.O.N. Highway

Basque Maint. Sta.-McDermitt Section
Contract No. 4598

J. C. Compton Company, Contractor Prefix: 123-1064 F.L.H. 3-(15)
Alvin Wallace, Resident Engineer

4598

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Drainage Exca., Unclass.	15.95	Cu. Yds.	$ 3.00	$ 2.43	$ 38.91	$ 47.85
Special Borrow Exca., Unclass.	34,659.9	Cu. Yds.	0.40	0.60	20,810.10	13,863.96
Blade Grader	331.5	Hours	10.00	8.13	2,695.54	3,315.00
Truck Haul	53,652	Yd. Miles	0.17	0.204	10,961.80	9,120.84
18" Corr. Metal Pipe	142	Lin. Ft.	7.00	4.49	637.14	994.00
24" Corr. Metal Pipe	18	Lin. Ft.	10.00	6.85	123.40	180.00
Asph. Conc. Mix in Patching State Aggregate	2,595.9	Tons	2.50	2.437	6,326.21	6,489.75
Asph. Conc. Mix in Patching	2,163.435	Tons	3.80	4.101	8,872.25	8,221.05
Asph. Conc. Mix, State Agg.	9,904.52	Tons	2.50	2.508	24,840.54	24,761.30
Asph. Conc. Mixture	18,637.085	Tons	3.80	4.172	77,753.92	70,820.92
RS-1 in Asph. in Tack Coat	5.38	Tons	50.00	68.25	367.19	269.00
RS-2 Asphalt	168.01	Tons	55.00	44.40	7,460.17	9,240.55
Aggregate in Pavement Seal	913	Cu. Yds.	5.00	5.56	5,072.16	4,565.00
3/4"-0 Mat'l in Shoulders	5,235	Cu. Yds.	3.00	3.53	18,478.68	15,705.00
Sprinkling	140	M/Gals.	5.00	4.38	614.22	700.00
PA #1 85-100 Asph. in Mixture	2,155.58	Tons	38.00	36.73	79,181.12	81,912.04
PA #2 Extra Allowance for Moving in Equipment	This Cost included in the above items					2,518.08
Force Account (State's share flagging cost)						1,925.08
Amt. reimbursed by oil co., due to faulty asphalt - 262.72 tons of mixture, at $3.80. This cost included in paving items						998.34
TOTAL					$264,233.35	$255,647.76

Total Cost	$264,233.35
Gross Revenue	255,647.76
Net Loss	$ 8,585.59

Net Loss Equals 3.3% of Gross Revenue

RE

Contract No. 4598
J. C. Compton Company

DETAIL OF COST

Labor:

Labor and Supervision	$ 70,808.88	
Labor Insurance	7,729.79	
		$ 78,538.67

Materials:

85-100 Asphalt	2,155.58	Tons	At	$20.00	$ 43,111.60	
Freight on 85-100 Asph.	2,155.58	Tons	"	15.84	34,516.96	
RS-1 Asphalt, Freight Incl.	5.38	Tons	"	38.34	206.27	
18" Corr. Metal Pipe	142	Lin.Ft.	"	2.49	353.58	
18" Corr. Metal Bands	21	Each	"	2.49	52.29	
24" Corr. Metal Pipe	18	Lin.Ft.	"	4.02	72.36	
24" Corr. Metal Bands	4	Each	"	4.02	16.08	
						$ 78,329.14

Equipment Rentals and Misc. Supplies:

Equipment Rentals (Owned)	$ 57,943.11	
Gas, Oil, and Grease	18,322.97	
Fuel Oil	9,532.64	
Powder and Caps	1,681.02	
Small Tools and Misc. Supplies	1,935.85	
P.U.C. Fees	401.65	
P.L. and P.D. Insurance	661.83	
Bond	1,533.88	
Home Office and General Overhead	8,038.70	
		$100,051.65

Paid Transport Service (Furnish & Place RS-2 Asphalt)	7,313.89
TOTAL COST	$264,233.35

RE

CRUSHING BREAKDOWN, SET #1, QUARRY M.P. 92.3 I.O.N. HIGHWAY

	Quantity	Unit	Cost	Unit Cost
Move In and Set Up	6,675	Cu. Yds.	$ 3,862.14	$0.578
Drill and Shoot	6,675	Cu. Yds.	1,326.50	0.198
Haul to Crusher	6,675	Cu. Yds.	4,247.78	0.636
Crushing	6,675	Cu. Yds.	6,982.65	1.046
Haul and Stockpiling at Plant	6,675	Cu. Yds.	1,124.35	0.168
Total Cost in Stockpile	6,675	Cu. Yds.	$17,543.42	$2.626

The crushing plant operated 123.5 hours for an average production of 54.2 cubic yards per working hour.

CRUSHING SET #2, - GRAVEL PIT M.P. 112.6, I.O.N. HIGHWAY

	Quantity	Unit	Cost	Unit Cost
Move In and Set Up	12,989	Cu. Yds.	$ 3,384.79	$0.26
Drill and Shoot	12,989	Cu. Yds.	2,730.12	0.21
Haul to Crusher	12,989	Cu. Yds.	6,431.58	0.495
Crushing	12,989	Cu. Yds.	13,646.41	1.05
Haul and Stockpiling at Plant	12,989	Cu. Yds.	2,558.98	0.197
Total Cost in Stockpile	12,989	Cu. Yds.	$28,751.88	$2.212

The crushing plant operated 226.5 hours for an average production of 57.3 cubic yards per working hour.

NOTE: The rejects from this gravel ran approximately 60%.

BREAKDOWN OF PAVING COST

	Quantity	Unit	Cost	Unit Cost
Move In and Set Up (2 Setups)	33,300.95	Tons	$ 6,809.38	$0.204
Feed Plant	33,300.95	Tons	5,331.86	0.16
Heat and Mix	33,300.95	Tons	35,770.61	1.074
Haul to Road	33,300.95	Tons	19,508.25	0.585
Cost of All Plant Mix on Road	33,300.95	Tons	$67,420.10	$2.026

	Tons	Cost on Road	Street Work	Flagging	Cost of Agg.	Total Cost
Asph. Conc. Mix. in Patching State Agg.	2,595.9	$2.026	$0.315	$0.096		$2.437
Asph. Conc. Mix. in Patching Contractor's Aggregate	2,163.435	2.026	0.315	0.096	$1.664	4.101
Asph. Conc. Mix., State Aggregate	9,904.52	2.026	0.386	0.096		2.508
Asph. Conc. Mix., Contractor's Agg.	18,637.085	2,026	0.386	0.096	1.664	4.172

A 4,000 pound batch plant operated 303 hours for an average production of 109.9 tons per working hour.

Remarks:

This was a "Federal Lands Highway Project" calling for the construction of widening 15.29 miles of highway roadbed, construction of 15.29 miles of asphaltic concrete pavement and the construction of 15.29 miles of stone shoulders. The project was bid January 26, 1956, work started March 19, 1956, and the project was completed September 14, 1956. Final received March 15, 1957.

Due to a long move-in and large underrun on special borrow, the items special borrow and truck haul show a loss. Later, part of the move-in cost was reimbursed to the contractor.

Since this project was in two sections, with a break of 20.27 miles between sections, it required two sets both on crushing and paving. The crushing plant was first set up in a quarry located on the easterly side of Mile Point 92.3. From this quarry approximately 6,700 cubic yards of crushed material was produced. The contractor, having been in this quarry in 1954, had left 3,000 cubic yards of crushed materials which was also used on this section.

After finishing crushing in Set Up. No. 1, the crushing plant was moved to a gravel pit located easterly of Mile Point 112.6 on the I.O.N. Highway. The cemented gravel proved to be too hard for the 3/4-cubic yard shovel to dig so some drilling and shooting was required; this, with excessive rejects, increased the cost of all crushed materials.

The contractor started moving the paving plant into a quarry site at Mile Point 92.3 on July 10th where all patching and plant mix for the north unit was produced. Later, the paving plant was moved and set up in a gravel deposit. All paving was completed September 5, 1956. The contractor, having only fair bid prices on asphaltic concrete and with plant mix material costing more than he had anticipated, shows a loss on these items.

The contractor, having a long move-in, with large underrun on borrow material and plant mix materials costing more than anticipated, suffered a loss from this project.

M. N. Juve
Chief Cost Analyst

By

K. T. Wechter

FLH 3(15)
4598

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 4, 1957

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4598	10 Post Final	J. C. Compton Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
7059	H-177415	$ 2,518.08	4/4/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1956

Time Extensions: to Sept. 14, 1956

Completion Date: Sept. 14, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-5-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: APR 5 1957

Ruth Rawlings

RECEIVED
MAR 27 1957
FOR FILING
FLH-3(12)
4598

March 26, 1957

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

This to advise you that the State Highway Commission will release a post-final payment to J. C. Compton Co. in connection with contract No. 4598, covering the Basque Maintenance Station-McDermitt Section of the I. O. N. Highway in Malheur County.

This post-final payment in the amount of $2,518.08 will be released to the contractor as soon as the warrant is received from the Secretary of State.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Gordon Carey Insurance Co.
334 Third St.
McMinnville, Oregon

NOTED ON CARD

RECEIVED
MAR 27 1957
FOR FILING
FLH-3(15)
4598

March 26, 1957

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

This to advise you that the State Highway Commission will release a post-final payment to J. C. Compton Co. in connection with contract No. 4598, covering the Basque Maintenance Station-McDermitt Section of the I. O. N. Highway in Malheur County.

This post-final payment in the amount of $2,518.08 will be released to the contractor as soon as the warrant is received from the Secretary of State.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Gordon Carey Insurance Co.
334 Third St.
McMinnville, Oregon

NOTED ON CARD
gl

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

FLH 3(15)

4598

08-35

March 26, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project FLH 3-(15)
Basque Maintenance Station-McDermitt
Contract No. 4598 - Time Extension

Dear Mr. Williams:

Reference is made to Mr. Forrest Cooper's letter of March 22, 1957 requesting an extension of time, subject project, from September 1, 1956 to September 14, 1956.

For the reasons mentioned in his letter, we will concur in your recommendation for such time extension, without penalty.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

NOTED
E. A. PEASE

RECEIVED
MAR 26 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 22 1957
FOR FILING
FLH 3(15)
4598

March 22, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Basque Maintenance Station-McDermitt Contract No. 4598, Oregon FLH-3 (15), from September 1, 1956 to September 14, 1956 to J. C. Compton Company, contractors.

The contractor had several other projects underway which were of higher priority than this one. As a result he was approximately two weeks late in moving in his paving plant. He exerted every effort to complete the project within the time limits, and we suffered no additional expense nor inconvenience because of the overrun.

Through an oversight we had previously submitted this request to the Commission for approval with a recommendation of no penalty, which was concurred in by the Commission. We failed to note that this was a Federal Lands project and so had not previously requested your concurrence. I am now recommending that the extension be granted without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc to: Tom Edwards

FORM 130—50M—9-56—96654

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 22, 1957

SUBJECT:

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

The Bureau of Public Roads advise that they cannot concur in an extension of time due to the labor shortage. They requested that I redraft the letter requesting an extension on the Basque Maintenance Station-McDermitt contract, and I am attaching hereto a suggested redraft. They have indicated that it be approved as soon as it is received at their office.

Tom Edwards
Construction Engineer
By Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:ob

Attachment

NOTED
FORREST COOPER

FORM E-123 25M REVISED 6-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MC IVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

March 20, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Void
Letter rewritten 3-22-57
See letter

Dear Sir:

Will you kindly concur in an extension of time on the Basque Maintenance Station-McDermitt Contract No. 4598, Oregon FLH-3 (15), from September 1, 1956 to September 14, 1956 to J. C. Compton Company, contractors.

The contractor had difficulty in obtaining labor for this project due to the extremely isolated area in which it was located. He exerted every effort to complete the project within the time limits, and we suffered no additional expense nor inconvenience because of the overrun.

Through an oversight we had previously submitted this request to the Commission for approval with a recommendation of no penalty, which was concurred in by the Commission. We failed to note that this was a Federal Lands project and so had not previously requested your concurrence. I am now recommending that the extension be granted without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

By Forrest Cooper
Forrest Cooper
Deputy State Highway Engineer

recommend approval 3/21/57

RECEIVED
MAR 15 1957
FOR FILING

4

7/58

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 13, 1957

FLH-3(15)

~~(CONTRACT NO.)~~	(EST. NO.)	(CONTRACTOR)
4598 4598	9-Final	J. C. Compton Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5118	H½175481	$ 7,563.94	3/13/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1956

Time Extensions: to Sept. 14, 1956

Completion Date: Sept. 14, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-14-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: MAR 14 1957

Ruth Rawlings

A

FORM E-123 25M REVISED 8,56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MC IVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
FEB 1957

FLM-3(15)

459

February 6th, 1957

J. C. Compten Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

Your letter of January 15th, 1957 to Resident Engineer Alvin J. Wallace re compensation for moving costs for grading equipment employed on the Basque Maintenance Station-McDermitt project. Contrast No. 4598, has been referred to this office.

Your claim is based on an under-run of grading quantities of approximately 50% which occurred on the contract and you ask reimbursement in the amount of one-half of your moving costs on equipment used on the grading portion of the work. This office believes you are entitled to some reimbursement under Sec. 1.9.5 and 1.9.6 of the contract but can not arrive at the same results you do.

The equipment represented in your listing was used on both the grading and surfacing portions of your work. It is, therefore, our thought that the moving costs should be distributed over all phases of the work. On this basis we have projected equipment time used on grading to determine the amount of time it would have been used had the grading quantity been 100% of contract amount. We have then added this to time the equipment was used on other phases of the work and prorated the moving expenses accordingly. This method indicates that 25.5% of moving costs should be borne by the State.

I further wish to point out that in your billing you have included standby time in the amount of $1,357.25 for the time the equipment was in transit. This is not a compensable item.

On the basis of the above, it appears that you whould be compensated for 25.5% of $7,173.91 - $1,357.25 or $1,483.25.

NOTED
FORREST COOPER

If the above settlement is satisfactory to you, we will make up a price agreement to compensate you accordingly. Please advise.

Very truly yours,

Tom Edwards
Construction Engineer

By L. H. Young

L. H. Young
Ass't. Construction Engineer

LHY:AR

cc to: Forrest Cooper ✓
S. H. Probert
A. F. Parson

J. C. COMPTON CO.
HIGHWAY CONSTRUCTION GENERAL CONTRACTORS
Home Office — [illegible]
McMINNVILLE, OREGON

January [illegible], [illegible]

Alvin J. Wallace, Resident Engineer
Oregon State Highway Department
Burns, Oregon

[illegible] Maintenance Station—McDermitt
Contract #4[illegible]

Dear Sir:

On the above named project we feel that we are entitled to receive extra compensation on our moving costs for the excavation work because of the unreasonable cut in quantities. The value of the excavation [illegible] as bid was $47,000.00, but the value of the actual work done was only $2[illegible]. This leaves a value on the work not done of $24,015.60 or 51.2%.

Enclosed please find our statement of moving costs for labor and equipment used on this work in the amount of $7,114.41. We feel that we are entitled to 51.2% of this cost or $3,642.63.

Also enclosed are supporting cost documents as follows:

1. Public Utilities Commission Fees----------------	$ 4[illegible].26
2. Payroll------	[illegible],00[illegible].[illegible]3
3. Labor costs in addition to Payroll----	25[illegible].[illegible]7
4. Fuel invoices ----------	93[illegible].[illegible]6
5. Quinn- Robbins Co. statement(move shovel)--	1[illegible]0.02

We would appreciate your consideration of this statement and if any further information is needed please let us know.

Respectfully,

J. C. COMPTON CO.

J. C. Compton

J. C. Compton

RECEIVED
DEC 12 1956

FOR FILING
FEH 3 (15)

4598

December 12, 1956

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 4598 for work performed on the Basque Maintenance Station-McDermitt Section of the I. O. N. Highway in Malheur County was completed by the contractor, J. C. Compton Co., on September 14, 1956 and was formally accepted by the Highway Commission on November 8,1956.

Final payment in the amount of $7,563.94 will be released to the contractor on or after December 22, 1956. The total contract amount is $252,131.34, of which amount $1,925.08 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Gordon Carey Insurance Agency
334 Third St.
McMinnville, Oregon

NOTED ON CARD

RECEIVED
NOV 29 1956
FOR FILING

I.H 3-150

4598

November 28, 1956

J. C. Compton Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission at its meeting held on November 8 had under discussion your request for an extension of time from September 1, 1956 to December 1, 1956 within which to complete your contract No. 4598, covering the Basque Maintenance Station-McDermitt Section of the I. O. N. Highway in Malheur County.

We are pleased to inform you that the State Highway Commission granted your request to and including September 14, 1956, the actual completion date of the contract. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: A. F. Parson,
Division Engineer

Alvin Wallace,
Resident Engineer

Tom Edwards,
Construction Engineer

RECEIVED
NOV 16 1956
FOR FILING

FLH-3(15)

4598

November 16, 1956

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. C. Compton Co. in connection with contract No. 4598, covering the Basque Maintenance Station-McDermitt Section of the I.O.N. Highway in Malheur County. This payment, in the amount of $1,415.09, will be released to the contractor on or after November 26, 1956. The retained percentage is $7,563.94.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Gordon Carey Insurance Agency
334 Third St.
McMinnville, Oregon

NOTED ON CARD
gf

RECEIVED
NOV 1 1956
FOR FILING

FLH [illegible]

4595

October 31, 1956

Oregon State Highway Commission

Request for extension of time
No. 27
November 8 and 9 meeting

Gentlemen:

Herewith is a request from J. C. Compton Company for an extension of time on the Basque Maintenance Station-McDermitt Section of the I. O. N. Highway, Contract No. 4598, from September 1, 1956 to December 1, 1956.

The contractor had difficulty in obtaining labor for this project due to the extremely isolated area in which it was located. He exerted every effort to complete the project within the time limits, and actually finished on September 14, 1956. I recommend that the extension be granted to and including September 14, without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Tom Edwards

EAP:of fn

RECEIVED
OCT 22 1956
FOR FILING

TLA-2 (15)

4598

October 22, 1956

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to J. C. Compton Company a portion of the funds heretofore retained by the Commission on contract No. 4598, covering Basque Maintenance Station-McDermitt Section of the I.O.N. Highway in Malheur County.

This payment in the amount of $30,604.30 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $7,520.17. The present payment will be released on or after November 1, 1956.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Gordon Careu Insurance Agency
334 Third St.
McMinnville, Oregon

NOTED ON CARD
gl

RECEIVED
OCT 23 1956
FOR FILING

[illegible]

4592

October 22, 1956

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to J. C. Compton Company a portion of the funds heretofore retained by the Commission on contract No. 4598, covering Basque Maintenance Station-McDermitt Section of the I.O.N. Highway in Malheur County.

This payment in the amount of $30,604.30 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $7,520.17. The present payment will be released on or after November 1, 1956.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Gordon Carew Insurance Agency
334 Third St.
McMinnville, Oregon

NOTED ON CARD
gl

RECEIVED
SEP 25 1956
FOR FILING

FLH-3 (15)

4598

September 24, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 14, 1956, on Contract No. 4598, Basque Maintenance Station-McDermitt Section, in Malheur County, in connection with Federal Aid Project No. FLH-3(15).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: John Cattrall

DGP:sh

V. D. WOLFE

Form E-1—10M—10-[illegible]

FLH-3(15)

EGON STATE HIGHWAY DEPART NT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 15, 1956

Section Basque Maint. Sta.-McDermitt

Highway I. O. N.

Contractor J. C. Compton Co.

Date of contract January 26, 1956

Date work started March 19, 1956

Project authorization $350,370.00

Exclusive of Engineering $325,454.80

Kind of work Grading and Paving

Section prefix 123-1064 FLH-3 (15)

Contract number 4598

Date of completion August 31, 1956

Estimated date of completion September 14, 1956

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $291,000.00

Estimated per cent overrun or underrun 17 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $24,915.20

Engineering cost to date $19,531.00, 78 %

Date project was completed Sept. 14, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished placing shoulder material this week and was moving out equipment Friday.

One man on Engineering crew checking and inspecting shoulder materila all this week.

FINAL REPORT THIS PROJECT

Noted
M. N. Juve

NOTED
TOM EDWARDS

NOTED
L. H. Young

NOTED
D. J. BARBEE

RECEIVED
SEP 1 . 1956
OFFICE OF
CONSTRUCTION ENGINEER

Signed Alvin J Wallace

Address Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 80712

NOTED
[illegible]

NOTED
V. D. WOLFE

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	15.29				15.29
Miles partially completed	15.29				15.29
Miles completed	15.29				15.29
Total estimated quantities (contract)	66,500				34,5000
Total quantities corrected to date	34,660				33,270
Estimated quantities moved or placed to date	34,660				33,270
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					10
Average force on project for week					14

Men 2

Supervision 2

Men and trucks under 3 tons 4

Men and trucks over 3 tons 4

Men and tractors 2

Equipment used during week: Shovels ...., Power graders 1, Rollers........., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Compaction rollers 1, Trucks . ...8 . 14 . ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Clear	None	
Tuesday	"	"	
Wednesday	"	"	
Thursday	"	"	
Friday	"	"	
Saturday			

RECEIVED
MAY 11 1956
FOR FILING

FLH-3(15)

4598

File

May 9, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Extra Work Order No. 1 on Contract 4598, Project FLH-3(15), Basque Maintenance Station-McDermitt Section of the I.O.N. Highway has been approved with the understanding that Federal participation will be limited to those portions of the project located on Federal lands.

Participating costs will be in the ratio the length of Federal lands sections bears to the total length of the contract.

Very truly yours,

C. G. POLK
District Engineer

Encl.

RECEIVED
MAY 10 1956
STATE H [illegible] ION

RECEIVED
APR 24 1956
FOR FILING

FLH-3(15)
4598

April 23, 1956

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order For Extra Work No. 1 covering State share of flagging on the Basque Maintenance Station-McDermitt Section of the I.O.N. Highway in Malheur County, Contract No. 4598, in connection with Federal Aid Project No. FLH-3(15).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:bb

Encl.

Form PR 2 (Revised 1950)

State Oregon
Project No. FLH-3(15)
OPR8-1956

RECEIVED
MAY 1 - 1956
FOR FILING

FLH-3 (15)
4598

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 23rd day of April, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of November, 1955, a program, which was approved on the 6th day of December, 1955, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 11th day of January, 1956, and the sum of two hundred twenty-five thousand and 00/100 dollars ($225,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

A4.62

GPO 16—11370-6

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 0+00 and 1877+11, north of McDermitt,

, length 12.923 miles, in Malheur County, being Oregon project No. FLH-3(15), consisting of 12.923 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of [illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

16—11379-4

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred twenty-five thousand and 00/100 dollars ($225,000.00), which does not exceed the authorized Federal pro rata share of two hundred sixty-three thousand, seven hundred fourteen and 00/100 dollars ($263,714.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorising funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By ____________

Chairman, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By ____________

Member, State Highway Commission
(Title of officer)

By ____________

(Title of officer)

By ____________

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By ____________
Division Engineer,
Bureau of Public Roads.

Oregon State Highway Department

Federal Aid Project
No. F14-3(15)

BASQUE MAINTENANCE STATION-McDERMITT SECTION
OF THE I.O.N. HIGHWAY IN MALHEUR
COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code 6201
Roadway (Sta. 26+52 to Sta. 197+88)(Sta. 216+88 to Sta. 362+76.1)
(Sta. 1432+50 to Sta. 1527+87.1)(Sta. 1583+10.7 to Sta. 1731+38.6)
(Sta. 1755+66.8 to Sta. 1877+11)(Contract No. 4598)

20	cu. yds.	Drainage Excavation, Unclassified	$ 3.00	$ 60.00
59,000	cu. yds.	Special Borrow Excavation, Unclassified	0.40	23,600.00
290	hours	Blade Grader	10.00	2,900.00
111,000	yd. mi.	Truck Haul	0.17	18,870.00
50	lin. ft.	18-inch Corrugated Metal Pipe	7.00	350.00
40	lin. ft.	24-inch Corrugated Metal Pipe	10.00	400.00
1,300	tons	Asphaltic Concrete Mixture in Patching (State Furnished Aggregates)	2.50	3,250.00
2,350	tons	Asphaltic Concrete Mixture in Patching	3.80	8,930.00
9,000	tons	Asphalt Concrete Mixture (State Furnished Aggregates)	2.50	22,500.00
16,500	tons	Asphaltic Concrete Mixture	3.80	62,700.00
1,760	tons	120-150 Asphalt in Mixture	38.00	66,880.00
110	tons	RS-1 Asphalt in Tack Coat	50.00	5,500.00
150	tons	RS-2 Asphalt	55.00	8,250.00
670	cu. yds.	Aggregates in Pavement Seal	5.00	3,350.00
3,900	cu. yds.	3/4" - 0 Materials in Shoulders	3.00	11,700.00
100	M-gal.	Sprinkling	5.00	500.00
		Subtotal		$239,740.00
		10% Engr. & Cont.		23,974.00
		Total		$263,714.00

Length of Roadway 12.923 miles
Cost of Roadway per mile $20,406.56

Federal Funds- -	$225,000.00
State Funds- -	38,714.00
	$263,714.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid
Project No. FLH-3(15)

BASQUE MAINTENANCE STATION-McDERMITT SECTION
OF THE I.O.N. HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Jan. 10, 1956

Type Code 6201
Roadway (Sta. 26+52 to Sta. 197+38)(Sta.216+88 to Sta.362+76.1)
(Sta.1432+50 to Sta.1527+87.1)(Sta.1583+10.7 to Sta.1731+38.6)
(Sta.1755+66.8 to Sta.1877+11)

20 cu. yds.	Drainage Excavation, Unclassified	$2.50	$ 50.00
59,000 cu. yds.	Special Borrow Excavation, Unclassified	0.35	20,650.00
290 hours	Blade Grader	10.00	2,900.00
111,000 yd. mi.	Truck Haul	0.12	13,320.00
50 lin. ft.	18-inch Corrugated Metal Pipe	4.50	225.00
40 lin. ft.	24-inch Corrugated Metal Pipe	7.50	300.00
1,300 tons	Asphaltic Concrete Mixture in Patching (State-furnished Aggregates)	2.90	3,770.00
2,350 tons	Asphaltic Concrete Mixture in Patching	4.40	10,340.00
9,000 tons	Asphaltic Concrete Mixture (State-furnished aggregates)	2.40	21,600.00
16,500 tons	Asphaltic Concrete Mixture	3.90	64,350.00
1,760 tons	120-150 Asphalt in Mixture	35.00	61,600.00
110 tons	RS-1 Asphalt in Tack Coat	60.00	6,600.00
150 tons	RS-2 Asphalt	60.00	9,000.00
670 cu. yds.	Aggregates in Pavement Seal	4.50	3,015.00
3,900 cu. yds.	3/4" - 0 Materials in Shoulders	3.50	13,650.00
100 M-gal.	Sprinkling	4.00	400.00
	Subtotal		$231,770.00
	10% Engr. & Cont.		23,177.00
	Total		$254,947.00

Length of Roadway 12.923 Miles
Cost of Roadway Per Mile $19,714.42

Federal Funds..	$225,000.00
State Funds..	29,947.00
	$254,947.00

RECEIVED
MAR 23 1956
FOR FILING

FLH-3(15)
4598

March 22, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 19, 1956, on Contract No. 4598, Basque Maintenance Station-McDermitt Section, in Malheur County, in connection with Federal Aid Project No. FLH-3(15).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DHP:ia

RECEIVED
MAR 5 - 1956
FOR FILING

FLH-3(15)
4598

March 6, 1956

J. C. Compton Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4598, which was awarded to you by the State Highway Commission on January 26, covering the Basque Maintenance Station-McDermitt Section of the I. O. N. Highway in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

ORBGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

B

RECEIVED
JAN 30 1956
FOR FILING

FLH-3(2)
4598

January 30, 1956

J. C. Compton Co.
McMinnville, Oregon

Gentlemen:

The State Highway Commission on January 26, 1956 awarded to you State Highway Contract No. 4598 for grading and paving Basque Maintenance Station-McDermitt Section of the I.O.N. Highway in Malheur County.

This award was based on your bid of $279,270 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

RECEIVED
FEB 1 1956
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

FLH-3(15)
4598

08-35

January 26, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 4598 for Oregon Project FLH-3(15), Basque Maintenance Station-McDermitt Section of the I.O.N. Highway, to J. C. Compton Company of McMinnville, Oregon, low bidder in the amount of $279,270.00 at the January 26, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JAN 31 1956

RECEIVED
JAN 10 1956
FOR FILING

FLH-3(15)

4594

January 6, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to the Basque Maintenance Station-McDermitt Project, FLH-3(15), on the I.O.N. Highway in Malheur County, for which bids are to be received on or about January 26.

The State has some 10,000 cu. yds. of crushed rock stockpiled at 1.3 mile south of the south end of the north unit of the project. This stockpiled crushed rock is of the 3/4" - 1/4" and 1/4" - 0" sizes and meets our specifications for crushed aggregates for asphaltic concrete pavement.

May we have your permission to make this crushed rock available to the successful bidder without charge and without inclusion in the participating job cost?

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:ia

RECEIVED
NOV 23 1955
FOR FILING

FLH - 3 (15)
4571

November 21, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Approval is requested of the use of $225,000 of Federal Lands Funds in the improvement of a 16.6 mile section (in two parts) of the I.O.N. Highway in Malheur County. Program information for the project is as follows:

County	Malheur
Project No.	FLH 3 (15)
Federal Route No.	513
State Route No.	456
Termini	Two Parts - 36.6 M. to 27.1 M. of Nevada State Line and 7.1 M. to Nevada State Line. (M.P. 81.0 to M.P. 91.0 and M.P. 111.0 to M.P. 118.1)
Total Cost	$300,000
Federal Funds	$225,000
Total Length (Miles)	16.63 miles
Length on Public Lands	14.26 "
Length of Other Lands	2.37 "
Character of Work	Widen shoulders; 2-lane high type pavement

Traffic volumes are as follows:

1954 Data:	
ADT	280
Per cent Commercial	15%
1974 Data:	
ADT	440
Per cent Commercial	15%
30th Peak Hour	66

The proposed project is in two parts. One part extends from M.P. 81.5 approximately 36.6 miles north of the Nevada State Line (M.P. 118.1) to M.P. 91.0. The second part extends from 7.1 miles north (M.P. 111.0) to the Nevada State Line. The section between M.P. 91.0 and M.P. 111.0 was improved previously with asphaltic concrete pavement under a State Project and Federal Lands Highway Project No. FLH-3 (14).

The existing road is of good grade and alignment. It carries an oiled surface 20 feet in width which, however, has proved inadequate for present traffic needs. The proposed improvement is to construct an asphaltic concrete pavement 20 feet in width with 4 foot shoulders.

A small scale map showing the location of the project is enclosed.

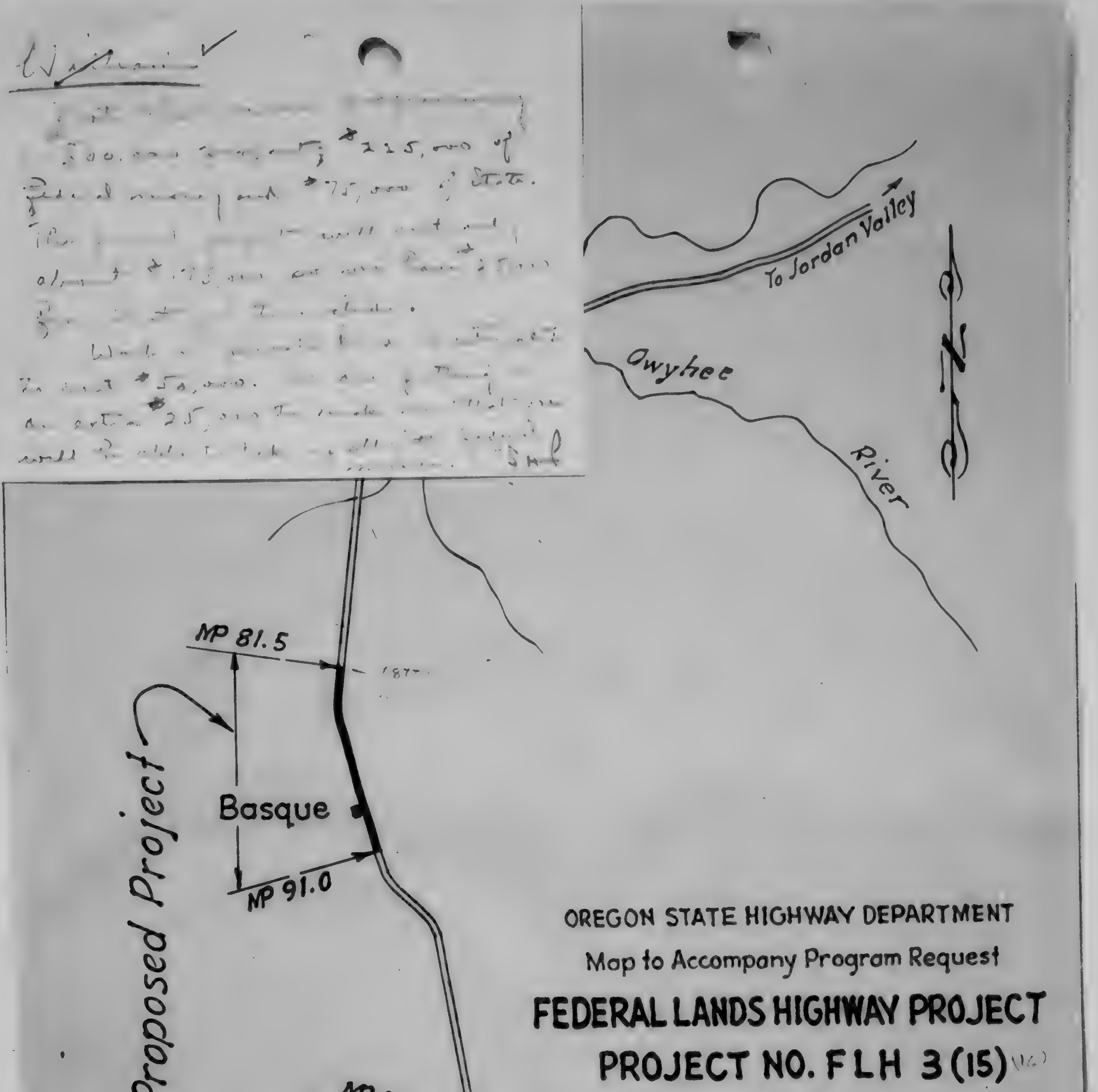
Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JWN:ia


To Jordan Valley
Owyhee River
N
MP 81.5
Proposed Project
Basque
MP 91.0
MP 111.0
MP 118.13
OREGON
NEVADA
McDermit

Williams ✓

[illegible]

$300,000 [illegible]; $225,000 of Federal money and $75,000 of State.

The [illegible] well [illegible]

almost $175,000 [illegible] $25,000 [illegible]

[illegible]

Would [illegible] to cost $50,000. [illegible] an extra $25,000 [illegible] would be able to take [illegible]

OREGON STATE HIGHWAY DEPARTMENT

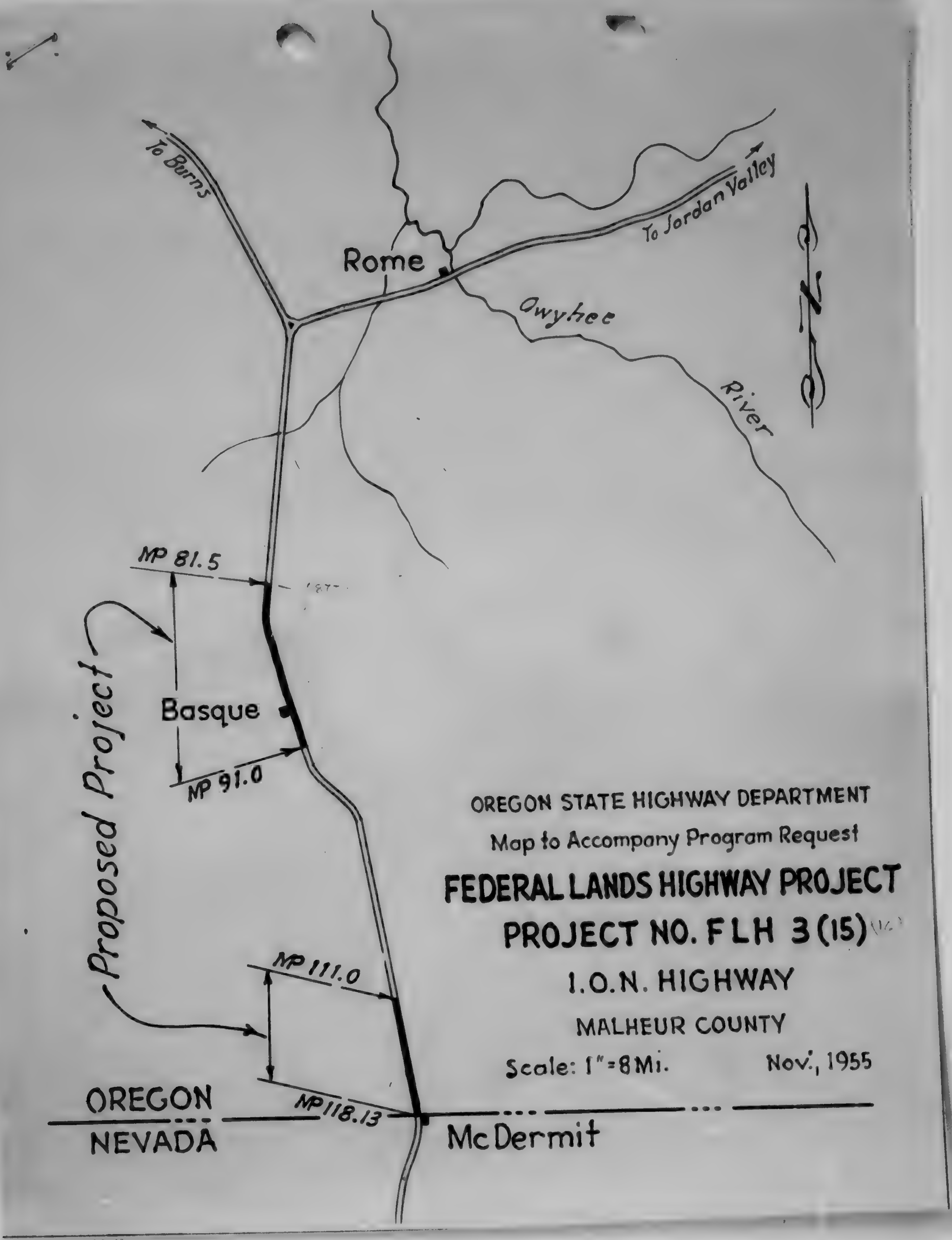
Map to Accompany Program Request

FEDERAL LANDS HIGHWAY PROJECT
PROJECT NO. F L H 3 (15) (16)

I.O.N. HIGHWAY

MALHEUR COUNTY

Scale: 1" = 8 Mi. Nov., 1955


To Burns
To Jordan Valley
Rome
Owyhee
River
N
MP 81.5
Proposed Project
Basque
MP 91.0
MP 111.0
MP 118.13
OREGON
NEVADA
McDermit

OREGON STATE HIGHWAY DEPARTMENT

Map to Accompany Program Request

FEDERAL LANDS HIGHWAY PROJECT

PROJECT NO. FLH 3 (15)

I.O.N. HIGHWAY

MALHEUR COUNTY

Scale: 1" = 8 Mi. Nov., 1955

2[illegible]-[illegible]64 East Parkrose Section of the 1956
Columbia River Highway, near
#4599 Parkrose

26-1064 East Parkrose Section of the 1956
Columbia River Highway, near
41:599 Parkrose

A

26-1064
4599

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 7, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4599	3-Final	Warren Northwest, Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19348	H-160483	$ 500.00	9/7/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: June 30, 1956

Time Extensions: to July 6, 1956

Completion Date: July 6, 1956

Date Accepted: Aug. 16, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-10-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 10 1956

Ruth Rawlings

NOTED ON CARD

RECEIVED
AUG 30 1956

FOR FILING

4599

August 29, 1956

CERTIFIED MAIL

Federal Insurance Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4599 for work performed on the East Parkrose Section of the Columbia River Highway in Multnomah County was completed by the contractor, Warren Northwest, Inc., on July 6 and was formally accepted by the Highway Commission on August 16, 1956.

Final payment in the amount of $500.00 will be released to the contractor on or after September 8, 1956. The total contract amount is $11,798.03, of which amount $263.04 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

RECEIVED
AUG 30 1956
FOR FILING

August 28, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on August 16 had under discussion your request for an extension of time from June 30, 1956 to July 15, 1956 within which to complete your contract No. 4599, covering the East Parkrose Section of the Columbia River Highway in Multnomah County.

We are pleased to inform you that the Highway Commission granted your request to July 6, 1956, the actual completion date of the contract. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

James Don,
Resident Engineer

Tom Edwards,
Construction Engineer

RECEIVED
JUL 27 1956
FOR FILING

26-1064

4599

July 27, 1956

CERTIFIED MAIL

Federal Insurance Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Warren Northwest, Inc. on contract No. 4599, for paving on the East Parkrose Section of the Columbia River Highway in Multnomah County. This payment, in the amount of $1,150.91, will be released to the contractor on or after August 6, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Robt. E. Wallace, Manager
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

RECEIVED
JUL 20 1956
FOR FILING

26-1064

4599

July 19, 1956

Oregon State Highway Commission

Request for extension of time
No. 1
August 16 and 17 meeting

Gentlemen:

Herewith a request from Warren Northwest, Inc., for an extension of time on the East Parkrose paving, Contract No. 4599, from June 30, 1956 to July 15, 1956.

Inclement weather prevented the contractor from starting on this project early in the season. When weather permitted he completed the project in short order and actually finished on July 6, 1956.

The six-day overrun did not cause any inconvenience nor added expense, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Forrest Cooper

EAP:of fn

Form E-1—[illegible]—1-[illegible]

GON STATE HIGHWAY DEPARTM T

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

26-1064
4599

For Week Ending July 14, 1956

Section East Parkrose

Kind of work Surfacing and Paving

Highway Columbia River

Section prefix 26-1064

Contractor Warren Northwest, Inc.

Contract number 4599

Date of contract January 26, 19 56

Date of completion June 30, 1956

Date work started June 7, 1956

Estimated date of completion July 6, 1956

Project authorization $ 12,061.13

Exclusive of Engineering $ 11,203.45

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 11,798.03

Estimated per cent overrun ~~xxxxxxxx~~ 4.45 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 800.00

Engineering cost to date $ 720.00, 90.00 %

Date project was completed July 6, 19 56

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Submitted semi-final estimate to Division Office Thursday, July 12, 1956.

NOTED
L. H. Young

RECEIVED
JUL 17 1956
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
R. D. ASBURRY

NOTED
[illegible]

Signed James Dow

Address Port. Ore

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing [illegible]

RECEIVED
APR 5 - 1956
FOR FILING

56 1161
4577

April 4, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4599, which was awarded to you by the State Highway Commission on January 26, for paving on the East Parkrose Section of the Columbia River Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl
encl.

RECEIVED
JAN 30 1956
FOR FILING

[illegible]
4599

January 30, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission on January 26, 1956 awarded to you State Highway Contract No. 4599 for paving the East Parkrose Section of the Columbia River Highway in Multnomah County.

This award was based on your bid of $10,421 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

26-[illegible] Ross Island Bridge On-ramp Sec. 1956
of the Pac. Hwy. E. at E. end of
[illegible]00 Ross Island Bridge in Portland.

RECEIVED
OCT 16 1957
FOR FILING

26-1-65

4

26-1065
4600

October 16, 1957

544

Mrs. M. A. Kottmeier
614 S. E. Woodward
Portland, Oregon

Dear Mrs. Kottmeier:

Reply is made to your card of September 26 concerning necessary repairs to a step, which repairs were not properly taken care of at the time the ramp was constructed on the Ross Island Bridge. We thank you for bringing this to our attention, since it was an oversight on the part of our engineers in not having it taken care of at the time the work was completed.

We are now informed that the work has been done, and that Mr. Lowell Johnston called on you and you are satisfied with the work. We are pleased that the matter has been settled.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards

TE:AR hi

1

FORM X-90X—37,500—6-57—1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 11, 1957

SUBJECT:

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Under date of October 1st, 1957 and by your Assignment No. P-23, you forwarded copy of a letter from Mrs. M. A. Kottmeier concerning the repair of a step that we apparently promised to repair in connection with the Ross Island Bridge On Ramp Project at the east end of the Ross Island Bridge. Work on this project was completed last summer.

I am advised by Resident Engineer Lowell Johnston that this matter was referred to Perkins Bros., contractors on this project, and they have installed a short section of pipe handrail at Mrs. Kottmeier's step. This was done either on or prior to October 10th, 1957.

Lowell Johnston advises that he stopped to see Mrs. Kottmeier on October 10th and that she is entirely satisfied with the work which has been completed.

A. G. SKELTON,
Division Engineer

AGS/bd
cc: Johnston

CONSTRUCTION DIVISION
RECEIVED

NOTED ☐☐☐☐☐

ASSIGNMENT

Date: October 1, 1957 No. 544 By Jr

Description: Card dated September 26 from M. A. Kottmeier, Portland, in which he states that step that this Department promised to fix has not been fixed (Perkins Bros. contract)

Acknowledged by_____ Referred to Edwards ✓

__Investigate and report with recommendation
XXXSuch action as necessary ~~and report~~
__Comment or recommendation
XXX Return with rough draft of reply
__Prepare reply for signature of Mr.________
__Contact correspondent and report

Remarks:

PLEASE RETURN TO
FORREST COOPER

Executed 10-15-57 Report Received________
me

26, 1957
[illegible]
M. A. Kottmeier
45 E Woodward

June 21st, 1957

Pacific Highway East
ng & Misc.
Prefix 26-1065-201(41)
neer

				nit ost	Total Cost	Gross Revenue
				.10	$ 166.10	$ 350.00
				.56	1,197.99	1,488.60
				.35	282.40	360.51
		n. Ft.	0.30	0.18	282.40	465.84
		ch	10.00	9.92	49.59	50.00
		. Yd.	12.00	7.25	339.48	562.20
		"	3.50	2.10	66.88	111.62
		"	0.80	0.79	3,475.99	3,522.00
		"	2.20	1.75	368.33	462.00
		.	200.00	165.96	165.96	200.00
		. Ft.	2.50	1.98	344.18	435.00
Concrete Catch Basins	5	Each	65.00	61.35	306.77	325.00
" Curbs	45.67	Cu. Yd.	40.00	34.89	1,593.64	1,826.80
" Walks	698.99	Sq. Yd.	3.50	3.30	2,311.21	2,446.47
" in Islands	19.29	Cu. Yd.	37.00	32.26	622.28	713.73
Class "A" Concrete in Stairways & Walls	14.44	" "	77.00	50.34	726.91	1,010.80
Metal Reinforcement in Stairways & Walls	939	Lb.	0.15	0.14	132.44	140.85
Pipe Handrails	78	Lin. Ft.	4.35	3.81	297.39	330.30
Adjustment of Manholes	1	Each	125.00	99.52	99.52	125.00
1¼" Electrical Conduit	142	Lin. Ft.	1.60	1.41	199.96	227.20
Coarse Cr. Material in Base	788	Cu. Yd.	2.85	2.60	2,047.01	2,245.80
03/4"-0 Cr. " " "	87	" "	3.25	3.25	282.75	282.75
Sprinkling	20	M/Gal.	4.00	3.60	72.19	80.00

Portland Sept 26, 1957

State Highway Dept.
Salem Ore

Dear Sir; I am writing you about my step that your Dept. promised to fix when they turned the traffic in front of the house last fall and here it is almost a year and nothing done and I fell over this step that sticks out in way. Please give this your attention. it was the Parkins Bros that did the work and I was promised it would be fixed the next day this spring and still the same

M. A. Kottmeyer.

Phone BE 53948 614 SE Woodward

RECEIVED
JUL 1 1957
W. C. WILLIAMS
FOR FILING

June 21st, 1957

FINAL COST ANALYSIS

Ross Island Bridge On Ramp

Pacific Highway East

Clearing, Grading, Concrete Work, Paving & Misc.
Perkins Bros., Contractor
Lowell A. Johnston, Resident Engineer

~~Contract #4600~~
26-1065

Prefix 26-1065-201(41)

4600

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	$350.00	$166.10	$ 166.10	$ 350.00
Removal of Pavement	2,126.57	Sq. Yd.	0.70	0.56	1,197.99	1,488.60
" " Walks	801.13	" "	0.45	0.35	282.40	360.51
" " Curbs	1,552.8	Lin. Ft.	0.30	0.18	282.40	465.84
" " Catch Basins	5	Each	10.00	9.92	49.59	50.00
" " Miscellaneous Concrete and Masonry	46.85	Cu. Yd.	12.00	7.25	339.48	562.20
Drainage Excav., Unclass.	31.89	" "	3.50	2.10	66.88	111.62
General " "	4,402.5	" "	0.80	0.79	3,475.99	3,522.00
Furnish & Place Topsoil	210	" "	2.20	1.75	368.33	462.00
Finishing Roadbed & Slopes	100%	All	200.00	165.96	165.96	200.00
8" Sewer Pipe	174	Lin. Ft.	2.50	1.98	344.18	435.00
Concrete Catch Basins	5	Each	65.00	61.35	306.77	325.00
" Curbs	45.67	Cu. Yd.	40.00	34.89	1,593.64	1,826.80
" Walks	698.99	Sq. Yd.	3.50	3.30	2,311.21	2,446.47
" in Islands	19.29	Cu. Yd.	37.00	32.26	622.28	713.73
Class "A" Concrete in Stairways & Walls	14.44	" "	77.00	50.34	726.91	1,010.80
Metal Reinforcement in Stairways & Walls	939	Lb.	0.15	0.14	132.44	140.85
Pipe Handrails	78	Lin. Ft.	4.35	3.81	297.39	330.30
Adjustment of Manholes	1	Each	125.00	99.52	99.52	125.00
1¼" Electrical Conduit	142	Lin. Ft.	1.60	1.41	199.96	227.20
Coarse Cr. Material in Base	788	Cu. Yd.	2.85	2.60	2,047.01	2,245.80
3/4"-0 Cr. " " "	87	" "	3.25	3.25	282.75	282.75
Sprinkling	20	M/Gal.	4.00	3.60	72.19	80.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
∅Asphaltic Concrete Mixture	383.73	Ton	$5.50	$5.50	$ 2,110.52	$ 2,110.52
∅100-120 Asphalt in Mixture	22.14	"	31.00	31.00	686.34	686.34
Portland Cement Concrete Pavement	253.87	Sq. Yd.	4.75	4.28	1,085.33	1,205.88
*½" Galv. Steel Pipe	569	Lin. Ft.	0.48	0.48	273.12	273.12
*3/4" Galv. Steel Pipe	672	" "	0.54	0.54	362.88	362.88
*1" Galv. Steel Pipe	529	" "	0.67	0.67	354.43	354.43
*1½" Galv. Steel Pipe	99	" "	0.97	0.97	96.03	96.03
*3/4" Section Control Valves	3	Each	13.24	13.24	39.72	39.72
*1" Section Control Valves	4	"	15.12	15.12	60.48	60.48
*Salvage & Reinstall Control Valves	7	"	10.00	10.00	70.00	70.00
*3/4" Quick-Coupling Base Valves	2	"	8.54	8.54	17.08	17.08
*Pop-Up Sprinkler Heads, Non-Revolving	88	"	2.50	2.50	220.00	220.00
*Shrubbery Sprinkler Heads	18	"	1.25	1.25	22.50	22.50
*Lawn Construction	.37	Acre	1,742.00	1,742.00	644.54	644.54
*Digging & Replanting Hedge	706	Lin. Ft.	1.05	1.05	741.30	741.30
* " " " "	88	Each	12.00	12.00	1,056.00	1,056.00
*Grass Seed, Kentucky Bluegrass	50	Lb.	0.86	0.86	43.00	43.00
*Grass Seed, Creeping Red Fescue	120	"	0.41	0.41	49.20	49.20
*Grass Seed, Highland Bent	70	"	0.92	0.92	64.40	64.40
*Inorganic Fertilizer 10-6-4	11	Cwt.	4.10	4.10	45.10	45.10
*Sawdust	2	Unit	15.00	15.00	30.00	30.00
PA #1, Extra Clearing and Grubbing	100%	All	350.00	167.10	167.10	350.00
PA #2, Class "A" Concrete in 2-Inch Median	32.61	Cu. Yd.	37.00	35.86	1,169.50	1,206.57
PA #2, ½" x 7" Boat Spikes	140	Each	0.20	0.18	25.09	28.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #3, Cement Adjustment, Favor of State	16.52	Bbl.	$4.00	$	$	$ - 66.08
*PA #4, Spirea Plants	31	Each	1.83	1.83	56.73	56.73
*PA #4, Rock Wall	100%	All	285.00	285.00	285.00	285.00
PA #5, Remove Concrete Divider	100%	"	250.00	226.47	226.47	250.00
PA #5, Class "A" Concrete in Median & Island	88.45	Cu. Yd.	42.00	38.19	3,377.66	3,714.90
PA #5, 3/4" x 8" Dowels in Divider	198	Each	1.00	0.89	175.60	198.00
PA #5, Concrete Catch Basins	1	"	65.00	60.00	60.00	65.00
PA #5, Adjust Existing Catch Basins	1	"	35.00	13.84	13.84	35.00
PA #5, 8" Sewer Pipe	6	Lin. Ft.	1.50	1.37	8.24	9.00
PA #5, Drainage Excav., Unclass.	1.10	Cu. Yd.	4.50	4.15	4.57	4.95
PA #5, Extra for Pipe Under Pavement	6	Lin. Ft.	4.00	3.92	23.50	24.00
Force Account (State's Share of Flagging)						83.63
					$29,094.25	$32,208.69

Gross Revenue	$32,208.69
Total Cost	29,094.25
Net Profit	$ 3,114.44

Net Profit Equals 9.67% of Gross Revenue

Detail of Cost

Labor:

Labor	$5,858.11	
Labor Insurance	574.09	
		$ 6,432.20

Equipment Rental & Misc. Supplies:

Equipment Rental (Owned)	$4,087.20	
" " (Rented)	706.68	
Gas, Oil & Grease	287.65	
Bond	166.30	
P.L. & P.D. Insurance	73.23	
Small Tools	644.16	
Supervision	1,200.00	
Office and Overhead	966.26	
Move In	152.39	
		8,283.87

Materials:

Concrete	353.94	Cu. Yd.	at	$12.70	$4,497.79	
Pipe Hand Rail	78	Lin. Ft.	"	2.53	197.25	
Metal Reinforcement	939	Lb.	"	0.10	93.90	
8-Inch Sewer	174	Lin. Ft.	"	0.55	95.70	
Lumber	1.42	M/BF	"	85.00	120.78	
½" x 7" Boat Spikes	198	Each	"	0.107	21.10	
3/4" x 8" Dowels	140	"	"	0.20	28.00	
1¼" Electrical Conduit	142	Lin. Ft.	"	0.78	123.54	
Coarse Cr. Mat'ls.	788	Cu. Yd.	"	1.75	1,379.00	
Topsoil	210	" "	"	1.00	210.00	
						6,767.06

Subcontractors:

ØParker-Schram	$3,079.61	
*Russellville Nursery	4,531.51	
		7,611.12

Total Cost $29,094.25

Contract #4600

Remarks:

This was a "State Project" calling for clearing, grubbing, grading, paving of relocated on ramps to the Ross Island Bridge and landscaping of the same.

Bids were opened and the contract awarded January 26th, 1956. Work began February 29th, 1956 and was completed November 8th, 1956.

The westerly end of the project is at Station 2+00, which station is just south of the point where the Pacific Highway East goes under the Ross Island Bridge. The easterly end of the project is at Station 9+37, which station is at the junction of S. E. 7th Avenue and S. E. Powell Blvd. Overall length of the project is 0.14 mile.

The contractor started working February 29th, 1956 and progressed rather rapidly until the City of Portland asked for permission to extend the present contract with the City paying the difference. Right of way and descriptions caused the work to be suspended on the project March 27th, 1956. Work was resumed April 16th, 1956 and progressed steadily. Parker-Schram did the paving and Russellville Nursery did the landscaping and irrigation system as subcontractors at bid prices.

Traffic was quite heavy and noticeable delays were encountered but good supervision and equipment in excellent condition contributed to a good profit.

M. N. Juve
Chief Cost Analyst

By . . H. R. Sturgis

Contract #4600

Remarks:

This was a "State Project" calling for clearing, grubbing, grading, paving of relocated on ramps to the Ross Island Bridge and landscaping of the same.

Bids were opened and the contract awarded January 26th, 1956. Work began February 29th, 1956 and was completed November 8th, 1956.

The westerly end of the project is at Station 2+00, which station is just south of the point where the Pacific Highway East goes under the Ross Island Bridge. The easterly end of the project is at Station 9+37, which station is at the junction of S. E. 7th Avenue and S. E. Powell Blvd. Overall length of the project is 0.14 mile.

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Traffic was quite heavy and noticeable delays were encountered but good supervision and equipment in excellent condition contributed to a good profit.

M. N. Juve
Chief Cost Analyst

By . . H. R. Sturgis

RECEIVED
APR [illegible] 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 22, 1957

(CONTRACT NO.) 26-1665	(EST. NO.)	(CONTRACTOR)	
4600	9-Final	Perkin Bros.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
8511	H-178887	$ 972.57	4/22/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: June 30, 1956

Time Extensions: Nov. 8, 1956

Completion Date: Nov. 8, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: Apr. 23, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD
em

Warrant Mailed: APR 23 1957

Ruth Rawlings

RECEIVED
APR [illegible] 1957

OREGON STATE HIGHWAY DEPARTMENT
(date)
A ril 22, 1957

(CONTRACT NO.) 26-1665	(EST. NO.)	(CONTRACTOR)
4600	9-Final	Perkin Bros.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
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Ruth Rawlings
ACCOUNTING DIVISION

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Time Extensions: Nov. 8, 1956

Completion Date: Nov. 8, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: Apr. 23, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD
em

Warrant Mailed: APR 23 1957

Ruth Rawlings

RECEIVED
APR 10 1957

FOR FILING
21-115

4600

April 10, 1957

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen

State Highway Contract No. 4600 for work performed on the Ross Island Bridge On-Ramp Section of the Pacific East Highway in Multnomah County was completed by the contractor, Perkins Bros., on November 8, 1956 and was formally accepted by the Highway Commission on December 17, 1956.

Final payment in the amount of $972.57 will be released to the contractor on or after April 20, 1957. The total contract amount is $32,208.69, of which amount $83.63 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ecm
encl.
cc: Amerata & Schrom
520 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JAN [illegible] 1957
FOR FILING

26-1065

4600

January 14, 1957

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Perkins Bros. in connection with contract No. 4600, for grading and paving on the Ross Island Bridge On-Ramp Section of the Pacific Highway East in Multnomah County. This payment, in the amount of $1,360.98, will be released to the contractor on or after January 24, 1957. The retained percentage is $966.07.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
520 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

gl

RECEIVED
DEC 23 1956
FOR FILING
[illegible]

4600

December 27, 1956

Perkins Bros.
10324 N. E. Halsey St.
Portland 20, Oregon

Gentlemen:

The State Highway Commission at its meeting held on December 17 had under discussion your request for an extension of time from June 30, 1956 to November 16, 1956 within which to complete your contract No. 4600, covering the Ross Island Bridge On-Ramp Section of the Pacific Highway East in Multnomah County.

We are pleased to inform you that the Highway Commission granted your request to November 8, 1956, the actual completion date of the contract. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Shelton,
Division Engineer

Lowell Johnston,
Resident Engineer

Tom Edwards,
Construction Engineer

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DEC 5 1956
FOR FILING

26-1662

4600

December 4, 1956

Oregon State Highway Commission

Request for extension of time
No. 11
December 17 and 18 meeting

Gentlemen:

Herewith is a request from Perkins Brothers for an extension of time on the Ross Island Bridge on-ramp, Contract No. 4600, from June 30, 1956 to November 16, 1956.

After the contract was awarded additional divider islands were added to the contract, and these items could not be completed until the off-ramp structure, which was under separate contract, was completed. As soon as the contractor was able to work on this additional work, he pushed to an immediate completion and actually finished on November 8, 1956.

I recommend that the extension be granted, to and including that date, without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Tom Edwards

EAP:of fn

Form E-1-Rev 6-55—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

26-1065

For Week Ending November 16, 1956

Section	Ross Island Bridge On-Ramp	Kind of work	Grading and Paving
Highway	Pacific - East	Section prefix	26-1065
Contractor	Perkins Bros.	Contract number	4600
Date of contract	Jan. 26, 1956	Date of completion	June 30, 1956
Date work started	Feb. 29, 1956	Estimated date of completion	Nov. 5, 1956
Project authorization	$ 27,082.06	Per cent of time elapsed	100 %
Exclusive of Engineering	$ 25,156.22		

Estimated cost of completed project, exclusive of engineering $ 28,796.05

Estimated per cent overrun or underrun 25.53 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1,925.84

Engineering cost to date $ 5200, 265 %

Date project was completed Nov. 5, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The project was finished Nov. 5, 1956. The office crew is now working on the semi-final estimate. No further weekly reports will be made on this project.

NOTED
FORREST COOPER

NOTED
L. H. Young

Noted
M. N. Juve

RECEIVED
NOV 19 1956
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
D. J. BARDE

NOTED

Signed Lowell A. Johnston by Paul Nelson
Lowell A. Johnston

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
V. D. WOLFE

State Printing 86365

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.14	0.14			0.14
Miles partially completed					
Miles completed	0.14	0.14			0.14
Total estimated quantities (contract)	2400	840		15 T	240 T
Total quantities corrected to date	4400	875		22.64 T	383.75 T
Estimated quantities moved or placed to date	4400	875		22.64 T	383.75 T
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	-				
Hours per shift	-				
Average force on project for week	-				

Men -

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers..........., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Showers		Holiday
Tuesday	Showers		
Wednesday	Cloudy		
Thursday	Showers		
Friday	Rain		
Saturday			

file

A

RECEIVED
NOV 16 1956
FOR FILING

26-1665

4600

Salem, Oregon
November 15, 1956

Contract No. 4600
Increase in
Authorization

Mr. Lowell A. Johnston
Resident Highway Engineer
Portland, Oregon

This is to advise you that at the last meeting, the Highway Commission approved an increase of $7,900.00 in project authorization on Contract No. 4600, Ross Island Bridge On-Ramp Section, in Multnomah County.

The new project authorization is $34,982.06. This amount should be used in all future reports.

Very truly yours,

S. M. Probert
Office Engineer

SMP:abr

CC: A. C. Shelton

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NOV 1 1956
FOR FILING

56-1005

4600

November 1, 1956

Agenda HC-5

Oregon State Highway Commission

Gentlemen:

It has become apparent that the on-ramp at the east end of the Ross Island Bridge in Portland, Contract No. 4600, will overrun the project authorization approximately $7,900. The major cause of the overrun was the necessity of constructing additional median islands to restrict left-turn movements which would have resulted in hazard to the main highway traffic if the left turns had been permitted. There was also some slight increase in grading because inferior materials were encountered.

This matter will be on the next agenda and it is respectfully requested that you authorize an additional $7,900 on Contract No. 4600.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hl
cc Mr. Tom Edwards
Mr. S. H. Probert
Mr. C. H. Maison

6

RECEIVED
JAN 30 1956
FOR FILING

56-1585
4600

January 30, 1956

Perkins Bros.
8535 S. E. Stark
Portland 16, Oregon

Gentlemen:

The State Highway Commission on January 26, 1956 awarded to you State Highway Contract No. 4600 for grading, paving and roadside improvement on the Ross Island Bridge On-ramp Section of the Pacific Highway East in Multnomah County.

This award was based on your bid of $22,172.94 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
Mark Astrup

RECEIVED
MAR 5 - 1956
FOR FILING

D

26-1665
4600

March 6, 1956

Perkins Bros.
10324 N. E. Halsey St.,
Portland 20, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4600, which was awarded to you by the State Highway Commission on January 26, for grading and paving on the Ross Island Bridge On-Ramp Section of the Pacific Highway East in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

30-3319 Weston-Elgin Rock Production 1956
Project on the Weston-Elgin
#4601 Highway.

RECEIVED W. C. Williams
JAN 2 - 1957

W. C. WILLIAMS

A

FOR FILING
30-8319

Weston-Elgin Section
4601 Contract #4601

December 19th, 1956

FINAL COST ANALYSIS
Rock Production
E. H. Itschner Co., Contractor
C. D. Cannon, Resident Engineer

Weston-Elgin Highway
Prefix 30-8319

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in Stockpile	5,737.29	Cu. Yd.	$2.75	$2.302	$13,209.15	$15,777.55
½"-¼" Cr. Rock in Stockpile	5,974.71	" "	2.75	2.302	13,755.78	16,430.45
¼"-#10 Cr. Rock in Stockpile	2,921.76	" "	2.75	2.302	6,726.86	8,034.84
S.P. Haul Adjustment, Favor of State	1,087	Yd. Mi.	.10			- 108.70
					$33,691.79	$40,134.14

Gross Revenue	$40,134.14
Total Cost	33,691.79
Net Profit	$ 6,442.35

Net Profit Equals 16.05% of Gross Revenue

Detail of Cost

Labor:		
Labor	$10,534.97	
Labor Insurance	503.07	
		$11,038.04
Equipment Rental & Misc. Supplies:		
Equipment Rental, Owned	$ 9,944.20	
Hired Trucks (Fully-operated)	4,362.13	
Gas, Oil and Grease	3,215.73	
Freight	9.00	
P.U.C.	298.49	
P.L. & P.D. Insurance	227.64	
Bond	284.63	
Small Tools & Misc. Supplies	197.50	
Home Office & General Overhead	343.50	
Drilling & Blasting (Subcontracts)	3,770.93	
		22,653.75
Total Cost		$33,691.79

Breakdown of Crushing Cost

	Quantity	Cost	Cost Per Cu. Yd.
Move In & Set Up	14,633.76	$ 1,806.10	$0.123
Drill & Shoot	"	4,202.82	0.287
Feed Crusher	"	4,998.61	0.342
Crushing	"	15,496.53	1.059
Haul to Stockpile	"	4,861.74	0.332
Stockpile	"	2,325.99	0.159
	14,633.76	$33,691.79	$2.302

Remarks:

This was a "State Project" calling for the crushing and stockpiling of 14,633.76 cu. yd. of crushed rock for maintenance. The contract was bid and awarded January 26th, 1956. Work started July 23rd and was completed September 25th, 1956.

The contractor used the state-controlled quarry located 0.7 mile southwesterly, via a forest road, from the highway at M.P. 22.8 on the Weston-Elgin Highway in Union County.

The contractor moved in his drilling crew and started drilling July 23rd. This being a dice rock quarry, the drilling cost was low. The crushing plant was moved in and set up and started producing crushed rock August 16th. Equipment used on this project was: one 3/4-yard shovel, two dumptors used to load and haul to crusher, one D-7 cat and dozer used around plant and for stockpile work, one semi-portable crushing and screening plant and four hired trucks hauling to stockpile sites. The contractor progressed very well throughout the crushing with only minor delays due to breakdowns and only one 10-hour shift due to inclement weather. The 14,633 cu. yd. was produced in approximately 252 hours for an average of 58 cu. yd. per hour. The average haul on stockpile material was 4.1 miles.

With good production and bid prices, the contractor realized a good profit.

M. N. Juve
Chief Cost Analyst

By . . C. E. Layton

RECEIVED
DEC 21 1956
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 19, 1956

21-3317		
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
46[illegible] 4601	4 Final	E. H. Itschner Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
27354	H158507	$1,098.59	12/19/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

F. Cole
ACCOUNTING DIVISION

Specified completion Date: Aug. 15, 1956

Time Extensions: tp Sept. 25, 1956

Completion Date: Sept. 25, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-20-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: DEC 20 1956

Ruth Rawlings

NOTED ON CARD
JS

RECEIVED
DEC 4 1956
FOR FILING

[illegible]

4601

December 4, 1956

CERTIFIED MAIL

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4601 for rock production on the Weston-Elgin Section of the Weston-Elgin Highway in Umatilla and Union Counties was completed by the contractor, E. H. Itschner Co., on September 25, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $1,098.59 will be released to the contractor on or after December 14, 1956. The total contract amount is $40,134.14 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

J

RECEIVED
NOV 29 1956
FOR FILING

22-1319
4661

November 28, 1956

[illegible]. H. Itschner Co.
P. O. Box 316
Molalla, Oregon

Gentlemen:

The State Highway Commission at its meeting held on November 8 had under discussion your request for an extension of time from August 15, 1956 to October 31, 1956 within which to complete your contract No. 4661, for rock production on the Weston-Elgin Section of the Weston-Elgin Highway in Umatilla and Union Counties.

We are pleased to inform you that the State Highway Commission granted your request to and including September 25, 1956, the actual completion date of the contract. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: [illegible]. F. Parson,
Division Engineer

C. R. Cannon,
Resident Engineer

Tom Edwards,
Construction Engineer

RECEIVED
NOV 7 1956
FOR FILING

20-319

H601

November 7, 1956

CERTIFIED MAIL

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to E. H. Itschner Co. in connection with contract No. 4601, for rock production on the Weston-Elgin Section of the Weston-Elgin Highway in Umatilla and Union Counties. This payment, in the amount of $3,301.66, will be released to the contractor on or after November 17, 1956.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

gl

A

RECEIVED
OCT 15 1956
FOR FILING

30-3319

[illegible]

October 15, 1956

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to E. H. Itschner Co. a portion of the funds heretofore retained by the Commission on contracts No. 4601, for rock production on the Weston-Elgin Section of the Weston-Elgin Highway in Umatilla and Union Counties.

This payment in the amount of $20,933.39 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,105.17. The present payment will be released on or after October 25, 1956.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
OCT 3 1956
FOR FILING

30-8319

4601

October 3, 1956

Request for extension of time
No. 2
November 8 and 9 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from E. H. Itschner Company for an extension of time on the Weston-Elgin Rock Production Project, Contract No. 4601, from August 15, 1956 to October 31, 1956.

The rock produced under this contract was intended for use in the 1957 season, so we did not suffer any inconvenience because of the overrun in time. The contractor actually completed this job on September 25, and I recommend that the extension be granted to and including that date, without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.
cc Mr. Tom Edwards

EAP:of hi

Form E-1-Rev 6-56—10M

OREGON STATE HIGHWAY DEPARTMENT

30-8319

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Weston- Elgin

For Week Ending September 28, 1956

Highway Weston - Elgin

Kind of work Rock Production

Contractor E. H. Itschner Company

Section prefix 30-8319

Date of contract January 26, 1956

Contract number 4601

Date work started July 23, 1956

Date of completion August 15, 1956

Project authorization $ 42,693.75

Exclusive of Engineering $ 39,657.75

Estimated date of completion Sept. 25, 1956

Per cent of time elapsed 234/201 116.4 %

Estimated cost of completed project, exclusive of engineering $ 39,657.75

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 85 %

Engineering authorization $ 3,036.00

Engineering cost to date $ 750.00, 24.7 %

Date project was completed September 25, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the crushing and is moving his equipment out.

Engineering crew will remeasure piles at quarry next week and submit monthly and semi-final estimates the week following.

Final report.

NOTED
W. T. WRIGHT

RECEIVED
OCT 1 1956
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
L. H. Young

Signed

Address

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED

State Printing 96366

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			13,800		
Total quantities corrected to date			13,800		
Estimated quantities moved or placed to date			13,800		
Average daily quantities					
Average daily quantities necessary to complete project on time			completed		
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers..........., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	"		
Saturday			

RECEIVED
MAR 5 - 1956
FOR FILING

30-4319
4601

March 6, 1956

E. H. Itschner Co.
P. O. Box 316
Molalla, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4601, which was awarded to you by the State Highway Commission on January 26, for rock production on the Weston-Elgin Section of the Weston-Elgin Highway in Umatilla and Union Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 30 1956
FOR FILING

38 1319
4621

January 30, 1956

E. H. Rechner Co.
Molalla, Oregon

Gentlemen:

The State Highway Commission on January 26, 1956 awarded to you State Highway Contract No. 4621 for Weston-Elgin Rock Production Project on the Weston-Elgin Highway in Umatilla and Union Counties.

This award was based on your bid of $37,950 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

-73(13) Hess Creek (Newberg) Roadside 1956
Improvement on the Pacific Hwy.
#1602 West at Newberg

-73(13) Hess Creek (Newberg) Roadside 1956
Improvement on the Pacific Hwy.
#1602 West at Newberg

files

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 8, 1957

T - 13(13)
[illegible]

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4602	5-Final	Shrubbery Plantings	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15032	H-185402	$ 224.45	7 8/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: June 30, 1956

Time Extensions: None

Completion Date: June 26, 1956

Date Accepted: Aug. 16, 1956

Penalties: None of record.

Claims: None of record.

Remarks:

Date: July 9, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUL 9 1957

Ruth Rawlings

NOTED ON CARD
em

RECEIVED
JUN 25 1957

FOR FILING

[illegible]

4602

June 25, 1957

CERTIFIED MAIL

United Pacific Insurance Company
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 4602 for work performed on the Hess Creek (Newberg) Section of Pacific West Highway in Yamhill County was completed by the contractor, Shrubbery Plantings, on June 26, 1956 and was formally accepted by the Highway Commission on Aug. 16, 1956.

Final payment in the amount of $224.45 will be released to the contractor on or after July 5, 1957. The total contract amount is $10,196.76, of which amount $331.95 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mm

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

lw

A

RECEIVED
SEP 26 1956
FOR FILING

F-73 (13)

4622

September 25, 1956

Mr. Herbert Swift
Attorney at Law
City Hall
Newberg, Oregon

Dear Sir:

Stevenson Construction Co., 2045 South 19th Street, Salem, performed the grading and paving contract on the Hess Creek Section in Newberg between April 15 and November 9, 1955. Shrubbery Plantings, 1921 S. E. 89th Street, Portland, performed roadside improvement on the Hess Creek Section in Newberg between the dates of January 26 and June 26, 1956.

This information is in response to your letter of September 21 concerning the contractors' operations in Newberg.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

HERBERT SWIFT
ATTORNEY AT LAW
CITY HALL
NEWBERG, OREGON

TELEPHONE 2252

September 21, 1956

445
4602

Mr. H. B. Glaisyer
Secretary, State Highway Commission
State Highway Building
Salem, Oregon

Dear Sir:

Could you advise me as to the name and address of the contractor who constructed the fill on Highway 99-W at Newberg across the City Park in 1955.

Thanking you, I remain

Yours very truly,

Herbert Swift
HERBERT SWIFT

HS:m

REFERRED TO
[illegible]
BY SECRETARY

RECEIVED
[illegible] 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 7 1956

FOR FILING
F-92(13)

4602

September 6, 1956

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Shrubbery Plantings on contract No. 4602, for road side improvement on the Hess Creek (Newberg) Section of the Pacific Highway West in Yamhill County. This payment, in the amount of $607.50, will be released to the contractor on or after September 17, 1956. The retained percentage is $100.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
AUG 1 1956
FOR FILING

F-73 (12)

4602

August 1, 1956

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Shrubbery Plantings, on contract No. 4602, covering Roadside Improvement on the Hess Creek (Newberg) Section of the Pacific Highway West in Yamhill County. This payment, in the amount of $1,067.07 will be released to contractor on or after August 10, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FH

cc - United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
8-1-56

RECEIVED
JUL 2 1956
FOR FILING

F-73(13)

June 28, 1956

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 26, 1956 on Contract No. 4602, Hess Creek (Newberg) Section, in Yamhill County, in connection with Federal Aid Project No. F-73(13).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:ch

cc: John Cattrall

Form E-1-Rev 6-55—10M

O[illegible]ON STATE HIGHWAY DEPARTM[illegible]

F-73 (13)

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

	For Week Ending June 23, 1956
Section ~~Rose~~ Hess Creek	Kind of work Roadside Improvement
Highway Pacific West	Section prefix 36-10~~2~~3
Contractor Shrubbery Plantings	Contract number 4602
Date of contract January 26, 1956	Date of completion June 30, 1956 , 19
Date work started April 10, 1956	Estimated date of completion June 30,1956 , 19
Project authorization $ 14,007.74 Exclusive of Engineering $ 13,011.65	Per cent of time elapsed 96 %

Estimated cost of completed project, exclusive of engineering $ 13,011.65

Estimated per cent [illegible] underrun 3.6 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 996.09

Engineering cost to date $ 870.13 , 87 %

Date project was completed 6 26, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor has completed this job and we are now waiting for final inspection by the division engineer.

NOTED
FORREST COOPER

NOTED
L. H. Young

NOTED
V. D. WOLFE

RECEIVED
JUN 2 6 1956
OFFICE OF
CONSTRU[illegible] ENGINEER

R. D. [illegible]

Signed Edgar S. Hunter
Edgar S. Hunter, Resident Engr.

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 36365

RECEIVED
APR 17 1956
FOR FILING

F-73(13)
4602

April 13, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 10, 1956 on Contract No. 4602, Hess Creek (Newberg) Section, in Yamhill County, in connection with Federal Aid Project No. F-73(13).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DGP:ch

RECEIVED
MAR 5 - 1956
FOR FILING

F-73 (12)
4602

March 6, 1956

Shrubbery Plantings
1921 S. E. 89th St.
Portland, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4602, which was awarded to you by the State Highway Commission on January 26, for roadside improvement on the Hess Creek (Newberg) Section of the Pacific Highway West in Yamhill County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 30 1956
FOR FILING

F-93(3)
4602

January 30, 1956

Shrubbery Planting
1921 S. E. 89th
Portland 16, Oregon

Gentlemen:

The State Highway Commission on January 26, 1956 awarded to you State Highway Contract No. 4602 for Hess Creek (Newberg) Roadside Improvement Project on the Pacific Highway West in Yamhill County.

This award was based on your bid of $9,161.15 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
Mark Astrup

File ✓

RECEIVED
FEB 1 1956
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

F-73(13)
4602

08-35

January 26, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 4602 for Oregon Project F-73(13), Hess Creek (Newberg) Section of the Pacific Highway West, to Shrubbery Planting of Portland, Oregon, low bidder in the amount of $9,161.15 at the January 26, 1956 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
JAN 31 1956
[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
JAN 12 1956
FOR FILING

F-73(13)
4602

January 11, 1956

F-73(13)

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In connection with the Moss Creek Roadside Improvement Project, F-73(13), we request your approval of our furnishing to the contractor, without cost, the following plants which we now have on hand:

8,100 Hedera helix (English Ivy)
30 Magnolia soulangeana (Saucer Magnolia)

In 1954, the State contracted for the growing and delivery of 53,000 Hedera helix to insure that satisfactory stock would be available in required quantities when needed on roadside improvement jobs. Competitive bids were received and the contract was awarded to the low bidder.

The magnolia came to the State through the purchase of right of way across a nursery property.

Federal aid is not expected in the cost of furnishing these plants.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

[illegible]:ia

FI-7[illegible](29) Canyonville grade separation 1956
structure on the relocated Pac.
4/63 Hwy., 3 mi. N. of Canyonville

[illegible]

FI-78 (29)
4603

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 3, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4603	5-Final	Hamilton a nd Thoms	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21028	H-162149	$ 3,736.90	10/3/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1956

Time Extensions: None

Completion Date: Aug. 29, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-3-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 3 1956

Ruth Rawlings

NOTED ON CARD
gf

A

RECEIVED
SEP 21 1956
FOR FILING

FI-78 (29)

4603

September 21, 1956

Certified Mail

Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Gentlemen:

State Highway Contract No. 4603 for work performed on Gazley Road Undercrossing on Myrtle Creek-Canyonville Section of the Pacific Highway in Douglas County was completed by the contractor, Hamilton & Thoms, on August 29 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $3,736.90 will be released to the contractor after acceptance by the State Highway Commission. The total contract amount is $33,098.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Seaboard Surety Co.
75 Maiden Lane
New York 38, N. Y.

NOTED ON CARD

gl

Form PR 2 (Revised 1950)

RECEIVED
MAY 1 - 1956
FOR FILING

FI-75(29)

4603

State Oregon
Project No. FI-75(29)
CPR8-1987

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 23rd day of April, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 27th day of December, 1955, a program, which was approved on the 6th day of January, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 11th day of January, 1956, and the sum of twenty-two thousand and 00/100 dollars ($22,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; (Include date and citation of Chapter 529, Laws 1939. act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

~~Between~~ At Station 337+27.53 west of Canyonville,

, length 0.000 miles, in Douglas County,

being Oregon project No. FI-78(29), consisting of 0,000 miles of

roadway and one bridges ~~each~~ of more than 20 feet clear span, 0.000 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of
twenty-two thousand and 00/100
dollars ($22,000.00), which does not exceed the authorized Federal pro rata share of
thirty-six thousand, two hundred seventy-one and 40/100
dollars ($36,271.40), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to
the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing
Chapter 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By Wm McSay
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Bureau of Public Roads.

Oregon State Highway Department

Federal Aid Project
No. FI-78(29)

GAZLEY ROAD UNDERCROSSING

ON THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code X721
Gazley Road Undercrossing (Sta. 337+27.53)(Contract No. 4603)

150 cu. yds.	Structural Excavation	$5.00	$ 750.00
180 lin. ft.	Furnishing Cast-in-Place Concrete Piling	5.00	900.00
8 only	Drive Steel Casings	50.00	400.00
313 cu. yds.	Class "A" Concrete	65.00	20,345.00
76,400 lbs.	Metal Reinforcement	0.11	8,404.00
60 lin. ft.	8-inch Metal Drain Pipe	4.00	240.00
215 sq. yds.	Concrete Slab Riprap	9.00	1,935.00
	Subtotal		$32,974.00
	10% Engr. & Cont.		3,297.40
	Total		$36,271.40

Length of Structure 0.000 Mile

Federal Funds..	$22,000.00
State Funds..	14,271.40
	$36,271.40

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. FI-78(29)

GAZLEY ROAD UNDERCROSSING ON THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Jan. 10, 1956

Type Code X721
Gasley Road Undercrossing (Sta. 337+27.53)

150 cu. yds.	Structural Excavation	$6.00	$ 900.00
180 lin. ft.	Furnish Cast-in-Place Concrete Piling	6.50	1,170.00
8 only	Drive Steel Casings	80.00	640.00
313 cu. yds.	Class "A" Concrete	70.00	21,910.00
76,400 lbs.	Metal Reinforcement	0.12	9,168.00
60 lin. ft.	8-inch Metal Drain Pipe	4.00	240.00
215 sq. yds.	Concrete Slab Riprap	10.00	2,150.00
	Subtotal		$36,178.00
	10% Engr. & Cont.		3,617.80
	Total		$39,795.80

Length of Structure 0.000 Mile

Federal Funds..	$24,000.00
State Funds..	15,795.80
	$39,795.80

RECEIVED
MAR 5 - 1956
FOR FILING

FI - 74-(29)
4603

March 6, 1956

Hamilton & Thoms
Box 726
Eugene, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4603, which was awarded to you by the State Highway Commission on January 27, for constructing the Gasley Road Undercrossing on the Pacific Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 30 1956
FOR FILING

FI-78(27)
46

January 30, 1956

Hamilton & Thoms
P. O. Box 746
Eugene, Oregon

Gentlemen:

The State Highway Commission on January 27, 1956 awarded to you State Highway Contract No. 4603 for construction of deck girder grade separation structure on the relocated Pacific Highway north of Canyonville in Douglas County.

This award was based on your bid of $32,974 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

11- [illegible]
#4604

Condon Rock Production Project on the John Day & Wasco-Heppner Highways, near Condon.

1956

~~RECEIVED~~
MAR 19 1957

NO[illegible]D W. C. Williams
W. C. WILLIAMS

March 11, 1957

Condon Rock Production
~~Contract No. 4604~~
11-5305

FINAL COST ANALYSIS

John Day and Wasco-Heppner Highways
Prefix No.: 11-8305

Rock Production
Verne Jarl, Contractor
C. C. McKinney, Resident Engineer

4604 Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Total Revenue
3/4"-½" Cr. Mat'l in S.P.	7,338.9	Cu. Yds.	$2.70	$2.596	$19,058.20	$19,815.03
½"-¼" Cr. Mat'l in S.P.	4,968.7	Cu. Yds.	2.70	2.596	12,903.08	13,415.49
¼"-#10 Cr. Mat'l in S.P.	2,584.6	Cu. Yds.	2.60	2.596	6,711.88	6,719.96
Haul Adj., Favor of Contractor						- 4.44
Haul Adj., Favor of State	2,378.1	Yd. Mi.	.10			- 237.81
TOTAL					$38,673.16	$39,712.67
Rock sold to State Maintenance:						
3/4"-½" Cr. Mat'l in S.P.	1,300	Cu. Yds.	$2.70	$2.596	$ 3,375.92	$ 3,510.00
¼"-#10 Cr. Mat'l in S.P.	200	Cu. Yds.	2.60	2.596	519.39	520.00
Rock sold at bunker to:						
City of Condon	4,449.08	Cu. Yds.	1.94	1.74	$ 7,768.42	$ 8,631.20
Others	3,633.26	Cu. Yds.	1.15	.95	3,460.21	4,178.25
TOTAL					$15,123.94	$16,839.45

Gross Revenue, #4604	$39,712.67
Gross Revenue, Others	16,839.45
Total Gross Revenue	$56,552.12
Total Cost	53,797.10
Net Profit	$ 2,755.02

Net Profit Equals 4.87% of Total Gross Revenue

RECEIVED
MAR 18 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Contract No. 4604

DETAIL OF COSTS

Labor:		
Labor and Supervision	$16,139.92	
Labor Insurance	1,186.46	
Health and Welfare	308.20	
		$17,634.80
Equipment Rentals and Misc. Supplies:		
Equipment Rental, Owned	$17,740.17	
Equipment Rental, Hired Fully Operated	4,550.86	
Gas, Oil, and Grease	4,086.56	
Bond	223.74	
Small Tools and Misc. Supplies	448.67	
Home Office and General Overhead	712.23	
Royalty Paid on Quarry	1,224.52	
		$28,986.75
Sub-contractor, Drilling and Shooting:		
Spears and Draper		$ 7,175.77
TOTAL COST		$53,797.10

Remarks:

This was a "State Project" consisting of the production of 14,892.2 cubic yards of crushed material placed in stockpiles for later use in maintenance of the John Day and the Wasco-Heppner Highways in Gilliam County.

This contract was bid and awarded on the 27th of January, 1956. Work started October 2nd and was completed December 7th, 1956.

The contractor moved in and began setting up his crushing plant at a privately owned quarry on October 2, 1956. This quarry was located 1.2 miles west of M.P. 37.86 on the John Day Highway.

Three State-owned quarries were offered for this project, but the contractor obtained this private quarry in order to be better located within the area of greatest quantity of rock to be placed in stockpile. The cost of additional length of haul to stockpiles A, B, and C being offset by having only one set-up for the entire project and being able to sell crushed material, scalpings, and reject material to other parties.

The crushing plant was put into operation, using a 10-hour shift schedule, on October 22nd. The rock produced was clean and of good quality. In addition to the material crushed for this project, 1,300 cubic yards of 3/4"-½" and 200 cubic yards of ¼"-#10 was produced, at contract price, for the State Maintenance, on purchase order, to replace material in stockpile in Wheeler County.

A good profit was made by the contractor because of his being able to sell additional crushed material and being able to dispose of all material running through his plant.

M. N. Juve
Chief Cost Analyst

By

Gordon K. Hanson

RECEIVED
FEB 1 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 30, 1957

11-8305		
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4604	4-Final	Vernie Jarl

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1796	H-172106	$ 956.40	1/30/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1956

Time Extensions: to Dec. 7, 1956

Completion Date: Dec. 7, 1956

Date Accepted: Jan. 22, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-1-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: FEB 1 1957

Ruth Rawlings

NOTED ON CARD

RECEIVED
JAN 31 1957
FOR FILING

January 30, 1957

Mr. Vernie Jarl
P. O. Box 507
Gresham, Oregon

Dear Sir:

The State Highway Commission at its meeting held on January 22 had under discussion your request for an extension of time from August 31, 1956 to December 31, 1956 within which to complete your contract No. 4604, for rock production on the Condon Section of the John Day and Wasco-Heppner Highways in Gilliam County.

We are pleased to inform you that the State Highway Commission granted your request to and including December 7, 1956, the actual completion date. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. F. Parson,
Division Engineer

H. S. Coulter,
Resident Engineer

Tom Edwards,
Construction Engineer

RECEIVED
JAN 18 1957
FOR FILING

11-3-5

4604

January 18, 1957

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4604 for rock production on the Condon Section of the John Day and Wasco-Heppner Highways in Gilliam County was completed by the contractor, Vernie Jarl, on December 7, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $956.40 will be released to the contractor after acceptance by the State Highway Commission. The total contract amount is $39,712.67 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
JAN 3 - 1957
FOR FILING

11-8305

4604

January 2, 1957

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Vernie Jarl in connection with contract No. 4604, for rock production on the Condon Section of the John Day and Wasco-Heppner Highways in Gilliam County. This payment in the amount of $4,398.02 will be released to the contractor on or after January 12, 1957. The retained percentage is $1,198.65.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

TED ON CARD

RECEIVED
JAN 2 - 1957
FOR FILING

11-8305

4604

January 2, 1957

Oregon State Highway Commission

Request for extension of time
No. 3
January 22 and 23 meeting

Gentlemen:

Herewith is a request from Vernie Jarl for an extension of time on the Common Rock Production Contract No. 4604, from August 31, 1956 to December 31, 1956.

This contractor had another state job in the immediate area which we wished completed and oiled before the fall rains set in. At the request of the division engineer, he completed this project before starting on the prime contract. The rock being crushed under the prime contract is for 1957 use, and we have suffered no inconvenience nor added expense because of the overrun.

The contractor actually completed the project on December 7, and I recommend that the extension be granted, to and including that date, without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Tom Edwards

EAP:of fn

A

RECEIVED
JAN 2 - 1957
FOR FILING

11-8305

4604

January 2, 1957

Oregon State Highway Commission

Request for extension of time
No. 3
January 22 and 23 meeting

Gentlemen:

Herewith is a request from Vernie Jarl for an extension of time on the Condon Rock Production Contract No. 4604, from August 31, 1956 to December 31, 1956.

This contractor had another state job in the immediate area which we wished completed and oiled before the fall rains set in. At the request of the division engineer, he completed this project before starting on the prime contract. The rock being crushed under the prime contract is for 1957 use, and we have suffered no inconvenience nor added expense because of the overrun.

The contractor actually completed the project on December 7, and I recommend that the extension be granted, to and including that date, without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Tom Edwards

EAP:of fn

Form E-1—10M—1-56

O ON STATE HIGHWAY DEPARTM

Field Engineer's Weekly Report

11-8305

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 22, 1956

Section Condon

Kind of work Rock Production

Highway John Day & Wasco Heppner

Section prefix 11 - 8305 - 900

Contractor Vernie Jarl

Contract number 4604

Date of contract January 27, 1956

Date of completion August 31, 1956

Date work started October 2, 1956

Estimated date of completion December 7, 1956

Project authorization . . . . $ 41,951.25

Exclusive of Engineering . . . . $ 38,968.05

Per cent of time elapsed 145 %

Estimated cost of completed project, exclusive of engineering . . . . $ 39,955.00

Estimated per cent overrun or underrun . . . . 2.32 %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization $2,983.20

Engineering cost to date $2,970.00, 99.6 %

Date project was completed December 7, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Calculations on Semi - Final Estimate was completed on Monday Dec. 17, and all data turned in to division office on Tuesday Dec. 18, 1956.

Noted
M. N. Juve

NOTED
FORREST COOPER

Signed C. C. McKinney

Address P.O. Box 542 Hermiston, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 98073

NOTED
V. D. WOLFE

	GRADING	SURFACING	MAI NANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
otal estimated quantities (contract)			13,900		
Total quantities corrected to date			14,893		
stimated quantities moved or placed to date			14,892		
verage daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average force on project for week

Men

upervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	Clear		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
MAR 5 - 1956
FOR FILING

11-8305
4604

March 6, 1956

Mr. Vernie Jarl
P. O. Box 507
Gresham, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4604, which was awarded to you by the State Highway Commission on January 27, for rock production on the Condon Section of the John Day and Wasco-Heppner Highways in Gilliam County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 30 1956
FOR FILING

11-13[illegible]
4604

January 30, 1956

Mr. Vernie Jarl
Gresham, Oregon

Dear Sir:

The State Highway Commission on January 27, 1956 awarded to you State Highway Contract No. 4604 for Condon Rock Production Project on the John Day and Wasco-Heppner Highways in Gilliam County.

This award was based on your bid of $37,290 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

15-1612 Casey Park Sec. of the Crater 1956
Lake Highway.

#1605

RECEIVED
JUL 23 1957
FOR FILING

15-1612

July 23, 1957

Washington State Highway Commission
Transportation Building
Olympia, Washington

Attention: Mr. Val G. Rinehart
Assistant Engineer, Plans & Contracts

Re: Contracts 3959, 4605, 4594

Gentlemen:

Keith Bros. Construction Company, Medford, has performed three contracts for the Oregon State Highway Department. These contracts are varied in size from $39,100 to $85,630. Two of the projects were completed ahead of schedule, and the other one was completed about a year after the original completion date. However, it was not the contractor's fault as it was necessary to make a fill over marshy area which required a great deal of time for settlement. All three of these contracts were for grading and surfacing work. Our relations with the contractor on these jobs have been satisfactory.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

RECEIVED
NOV 13 1956
FOR FILING

NOV 1
W. C. WILLIAMS

A

November 7th, 1956

Casey Park Section
Contract No. 4605
15-1612

FINAL COST ANALYSIS
Grading and Oiling
Keith Bros., Contractor

Crater Lake Highway
Prefix 15-1612-201(41)

Item 4605	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	100%	All	$1,500	$988.04	$ 988.04	$ 1,500.00
Drainage Excav., Unclass.	2.66	Cu. Yd.	5.00	4.09	10.89	13.30
General Excavation, Unclass.	13,359.3	" "	1.93	1.25	16,711.80	25,783.45
Finish R/B & Slopes	.27	Mile	700.00	1,338.11	361.29	189.00
18" Concrete Pipe	12	Lin. Ft.	6.00	5.16	61.96	72.00
Coarse Cr. Material in Base	1,776	Cu. Yd.	4.30	4.11	7,307.25	7,636.80
3/4"-0 Material in Base	354	" "	4.50	4.25	1,505.12	1,593.00
Sprinkling	63.8	M/Gal.	3.00	2.65	169.48	191.40
Preparation of Base	.25	Mile	700.00	670.44	167.61	175.00
Furn. & Place Aggregate	196	Cu. Yd.	6.00	5.44	1,066.65	1,176.00
*150-200 Asphalt	17.17	Ton	60.00	75.00	1,287.75	1,030.20
PA #1, 18" Coated Steel Pipe, 7 Ga.	270	Lin. Ft.	4.7755	4.7755	1,289.39	1,289.39
PA #1, 18" Coated Steel Pipe, 10 Ga.	330	" "	3.7145	3.7145	1,225.79	1,225.79
PA #1, 18" Dresser Couplers	16	Each	21.50	21.50	344.00	344.00
Force Account					1,505.26	1,505.26
					$34,002.28	$43,724.59

* Hired Hughes and Dodd to furnish and place.

Gross Revenue	$43,724.59
Total Cost	34,002.28
Net Profit	$ 9,722.31

Net Profit Equals 22.2% of Gross Revenue

Detail of Cost

Labor:

Labor				$9,869.44	
Labor Insurance				592.16	
					$10,461.60

Materials:

18" Concrete Pipe	12	Lin. Ft.	at $1.81	$ 21.72	
Coarse Base Material	1,776	Cu. Yd.	" 2.00	3,552.00	
3/4"-0 Aggregate in Base	354	" "	" 2.65	938.10	
Oil Aggregate	196	" "	" 2.25	441.00	
18" Coated Steel Pipe, 7 Ga.	270	Lin. Ft.	" 4.7755	1,289.39	
18" Coated Steel Pipe, 10 Ga.	330	" "	" 3.7145	1,225.79	
18" Dresser Couplers	16	Each	" 31.50	344.00	
					7,812.00

Equipment Rentals and Misc. Expense:

Equipment Rental	$9,251.49	
Gas, Oil and Grease	1,779.30	
Bond	293.60	
Powder & Caps	1,729.57	
Move In Freight	350.00	
Small Tools	67.50	
P.L. & P.D. Insurance	94.73	
Home Office and General Overhead	874.74	
		14,440.93
		$32,714.53
Paid Hughes and Dodd		1,287.75
Total Cost		$34,002.28

Remarks:

This was a "State Project" located on the Crater Lake Highway in Jackson County. The westerly end of the project was at M.P. 30.04 which was 6.3 miles east of the Trail Post Office. The easterly end of the project was at M.P. 30.28 which was 15.7 miles west of Prospect. All work was within the limits of Casey State Park. The overall length of the project was 0.24 mile.

The work to be done under this contract consisted of the construction of 0.24 mile of highway roadbed, crushed stone base, Type O-11 oil mat wearing surface and the performance of such additional and incidental work called for by the specifications and plans.

The project was bid and awarded to Keith Bros. Construction of Medford, Oregon on January 27th, 1956. The contractor completed the project on July 24th, 1956.

The equipment used on the project consisted of a TD-24 with "U" blade, 500 compressor, wagon drill, jackhammer, #12 Caterpillar power grader, HD-9 with Drott $1\frac{1}{2}$ cu. yd. loader, three-leg roller, four to six 8 cu. yd. trucks and such other equipment as necessary.

The contractor moved in and began clearing on February 6th, 1956. This work progressed rapidly and was completed during the week ending March 3rd, 1956 except for a small amount of burning which was done later.

On February 8th, 1956 he began excavation work by drilling the material to be moved for blasting. This work was slowed by rain and snow. The first shot was made on February 27th, 1956. The shot material was moved to the embankment area by a TD-24 with "U" blade. While excavating the blasted material he drilled the areas not being worked. The method of alternating work continued throughout the excavation period which was completed during the week ending May 5th, 1956.

At this time the contractor began finishing the roadbed and slopes. This work progressed very slowly due to wet weather and not having equipment or manpower on the project to expedite the work. This item shows a loss.

He began placing base rock, which he hired crushed by Waters & Hale from the "State" source located in the Rogue River at M.P. 33.1, on June 18th, 1956. This was completed June 21st, 1956. The leveling course was started immediately and was in place on June 25th, 1956.

On June 26th, 1956 he began placing the Type O-11 oil mat. The asphalt for this work was furnished and placed by Hughes and Dodd. The aggregate was furnished and placed by the contractor. This work was completed on June 28th, 1956.

The seal was placed on July 2nd, 1956 and all work was completed on July 24th, 1956.

Remarks (Cont'd):

The contractor, having only a small amount of equipment on the project and exceptionally high bid prices, realized an excellent profit on the project.

M. N. Juve
Chief Cost Analyst

By

F. W. Sugnet

A

15-1612
4605

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 10, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4605	8-Final	Keith Bros. Construction	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19476	H-160606	$ 1,311.74	9/7/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 31, 1956

Time Extensions: None

Completion Date: July 24, 1956

Date Accepted: Aug. 16, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-11-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 11 1956

Ruth Rawlings

NOTED ON CARD

RECEIVED
AUG 30 1956
FOR FILING

15 [illegible]

4605

August 29, 1956

CERTIFIED MAIL

The Phoenix Insurance Co.
Pacific Department
500 Mills Bldg.
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 4605 for work performed on the Casey Park Section of the Crater Lake Highway in Jackson County was completed by the contractor, Keith Bros.Construction, on July 24, 1956 and was formally accepted by the Highway Commission on August 16, 1956.

Final payment in the amount of $1,311.74 will be released to the contractor on or after September 8, 1956. The total contract amount is $43,724.59, of which amount $1,505.26 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency,Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

gl

RECEIVED
AUG 10 1956
FOR FILING

E-812

1/4-5

August 10, 1956

CERTIFIED MAIL

Phoenix Indemnity Company
360 Pine Street
San Francisco, Calif.

Attention: Mr. J. Wynne

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Keith Bros. Construction on contract No. 4605, covering Casey Park Section of the Crater Lake Highway in Jackson County. This payment, in the amount of $2914.06, will be released to the contractor on or after August 20, 1956. The retained percentage is $1,311.74.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
gl

Form E-1-Rev 6-55—10M

OREGON STATE HIGHWAY DEPARTM

Field Engineer's Weekly Report 15-1612

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 28 July 1956, 19

Section Casey Park

Kind of work grading, oiling

Highway Crater Lake

Section prefix 15-1612

Contractor Keith Bros Construction Co

Contract number 4605

Date of contract 27 Jan 56, 19

Date of completion 31 July 56, 19

Date work started 2 Feb 56, 19

Estimated date of completion 31 July 56, 19

Project authorization $ 45,450.00

Exclusive of Engineering $ 42,218.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 41,848.41

Estimated per cent overrun or underrun underrun 3.0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 3232

Engineering cost to date $ 3215, 100 %

Date project was completed 24 July 56, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed clean-up of brush, logs and rocks.

Semi-final Estimate being submitted today.

RECEIVED
JUL 30 1956
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
R. D. ASBURRY

NOTED
L. H. Young

NOTED
H. B. WOLFE

Signed G Wimer by: Walter W

Asst Res Engr

Address PO Box 1122, Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 86366

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.24	0.24		0.24	
Miles partially completed	0.24	0.24		0.24	
Miles completed	0.24	0.24		0.24	
Total estimated quantities (contract)	10,200	2,300		12 ton	
Total quantities corrected to date	13,360	2,130		17.2 ton	
Estimated quantities moved or placed to date	13,360	2,130		17.2 ton	
Average daily quantities				3.5 ton	
Average daily quantities necessary to complete project on time					
Number shifts per day	1 ••				
Hours per shift	8				
Average force on project for week	2				

•• indicates number of days

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers............, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	clear		
Tuesday	clear		
Wednesday	clear		
Thursday	light showers		
Friday	clear, hot		
Saturday			

RECEIVED
MAR 5 - 1956
FOR FILING

15-1612
4605

March 6, 1956

Keith Bros. Construction
1025 Barnett Road
Medford, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4605, which was awarded to you by the State Highway Commission on January 27, for grading and oiling on the Casey Park Section of the Crater Lake Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
FEB 8 1956
FOR FILING

[illegible]
4605

COLUMBIA UTILITIES COMPANY
315 NORTH BARTLETT STREET
P. O. BOX 1507 TELEPHONE 2-9106
MEDFORD, OREGON

Eagle Point, Oregon
Feb. 3,1956

Mr. R H Baldock- Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir.

Re-your letter January 31, we have removed the poles and faclities in this section and run temporary cable aroung the location. When the contractor has completed his wor we will re-build along the highway right of way.

yours truly

Fred M Bruegger
District Manager

FMB/JO

NOTED
L. H. Young

Cont. #4605
Casey Park

RECEIVED
FEB 6 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
JAN 31 1956
FOR FILING

15-1512

1165

January 31, 1956

Columbia Utilities Company
Post Office Box 1116
Eagle Point, Oregon

Gentlemen:

The State Highway Commission has awarded a contract for certain highway improvements on the Casey Park Section of the Crater Lake Highway. Your Company has eight poles within the area where blasting operations will be required, and four of the poles will need to be relocated because of the construction operations.

You occupy this right of way under Permit No. 3686, and this letter is to request your immediate relocation, without cost to the State Highway Commission, of the poles necessary for the highway construction and to advise you to take proper precautions to protect the poles which, while not requiring moving, would be subject to damage because of blasting operations. We will appreciate an early reply advising of your intent to perform this work expeditiously.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Wren Crews

WCW:me 1g

FORM 290—90M—2-55—02986

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
January 26, 1956

SUBJECT: Columbia Utilities Pole Line
Casey Park Section
Crater Lake Highway

To: Mr. W. C. Williams
Deputy State Highway Engineer

OFFICE

Herewith copy of a letter from Edwards advising that the Columbia Utilities Company of White City has eight poles with telephone lines on State right of way within the limits of the subject-named section.

Occupancy is under terms of Permit No. 3686. All eight poles are subject to damage by blasting and four will need relocation because they occupy embankment construction area. Reconstruction should be on the easterly side with the same general pattern as that approved under terms of the permit.

I recommend that this company be requested to move as required under the terms of the permit, all expenses to be borne by the Columbia Utilities Company.

L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:dt

Encl.

RECEIVED
JAN 27 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

~~Roseburg, Oregon~~
January 25, 1956

SUBJECT:

Columbia Utilities Pole Line
Casey Park Section

To:

Forrest Cooper
Construction Engineer
Salem, Oregon

Col. Util. Co.
Permit 1116
Eagle Pt.

Columbia Utilities Company of White City has eight (8) poles with telephone lines on State right of way within limits of Casey Park Section of the Crater Lake Highway. Occupancy is under terms of permit No. 3686 issued under date of July 25, 1951. All eight (8) of the poles are within blasting area and four (4) will need relocation because of embankment construction in the area.

Mr. Fred M. Bruegger, Manager of this Utility Company, has been contacted by Wimer and a plan worked out wherein a temporary line will be laid around the section and the poles relocated after the project has been completed.

Reconstruction will be on the easterly side with the same general pattern as that approved under terms of the permit.

Please forward this Company an official request to move their poles as required by the terms of the permit. All expense shall be borne by the Columbia Utilities Company.

Tom Edwards
Tom Edwards
Division Engineer

TE/ds

RECEIVED
JAN 26 1956
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JAN 30 1956
FOR FILING

15-1412
4605

January 30, 1956

Keith Bros. Construction Co.
1025 Barnett Road
Medford, Oregon

Gentlemen:

The State Highway Commission on January 27, 1956 awarded to you State Highway Contract No. 4605 for grading and oiling the Casey Park Section of the Crater Lake Highway in Jackson County.

This award was based on your bid of $39,100 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

RECEIVED
OCT 6 1955
FOR FILING

15-1612
4665

Cross Referenced To:
[illegible]
[illegible]
[illegible]

Salem, Oregon
October 6, 1955

Mr. I. A. De France

1977

Please include in the 1956 budget the minor betterment project estimated to cost $30,000, which estimate is based on the survey made by the Construction Division for widening a 28-degree curve at Station 840 approximately 15 feet, to provide sufficient width for standard shoulders. The curve is located on the Crater Lake Highway, ORE62, about 300 yards south of Casey Park.

W. W. Stiffler

WWS:er

FORM E30—SOM—2-55—02986

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

REFERRED TO
Stiffler
BY DEPUTY STATE HIGHWAY ENGINEER

Salem, Oregon
September 2nd, 1955

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer

NOTED
W. C. WILLIAMS

Some time ago the Construction Department was requested to make a study of widening a short section of the Crater Lake Highway between Trail and McLeod just west of Casey Park. A survey has been completed and the estimate submitted, the cost being $30,000. ✓

The matter will be held in the Construction Office pending instructions.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:AR

RECEIVED
SEP [illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

REFERRED

RECEIVED
JUL 25 1955
FOR FILING

[illegible]
[illegible]
[illegible]

Cross Referenced To:
Adm
Petitions
[illegible]

July 22, 1955

Mr. Paul J. Pearson
Secretary, Lions Club
Prospect, Oregon

Dear Mr. Pearson:

This will acknowledge receipt of your letter of July 21, 1955, in which you express a wish of the members of the Prospect Lions Club that the State Highway Commission improve the Crater Lake Highway, particularly that portion thereof between Trail and Cascade Gorge.

I will bring your letter to the attention of the members of the State Highway Commission and the State Highway Engineer. I might state, however, that at a recent meeting improvement of the Crater Lake Highway in the vicinity of Casey State Park was discussed by the Commission and the Commission at that time authorized the Engineer to make a location survey of this section so the information will be available when the Commission finds it possible to authorize the improvement of that section. This will confirm the information that I gave the Jackson County Chamber of Commerce a day or two ago by letter, a copy of which was sent you.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:lg

cc: Commissioners
R. H. Baldock

LIBERTY • INTELLIGENCE • OUR • NATIONS • SAFETY

INTERNATIONAL
LIONS
CLUB

PROSPECT, OREGON

July 21, 1955

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

The members of the Prospect Lions Club have asked me to express their wishes, as well as those of the community, regarding State Highway 62.

We are aware that your offices are faced with the problem of highway obselescence from many parts of the state, but we propose that the Crater Lake Highway presents an exceptional need. The most critical portion of the road is that which lies between Trail and Cascade Gorge. The severely tortuous nature of this section, combined with its narrowness, presents a hazzardous condition for both the local driver and the summer visitor. Please bear in mind that many log trucks use this route.

We urge that you give early consideration to an improvement program. It is our understanding that you have a recent aerial survey, and we are sure that it will reveal to you the inadequacy of the route.

Sincerely yours,

Prospect Lions Club
Paul J Pearson
Paul J. Pearson, Sec'y.

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
JUL 22 1955
OREGON
STATE HIGHWAY COMMISSION

FILING

4 b
6/30/55

July 21, 1955

Mr. John Pletsch, President
Jackson County Chamber of Commerce
Medford
Oregon

Dear Mr. Pletsch:

This will acknowledge receipt of your copy of the resolution as adopted by the Jackson County Chamber of Commerce on July 14, 1955, in which the Highway Commission is requested to take immediate steps to improve maintenance standards of the highway surface on the Crater Lake Highway between Medford and Crater Lake, and to place under contract before the 1956 tourist season reconstruction of the Flounce Rock Unit.

The State Highway Commission at its meeting on June 30 considered requests from Jackson County Chamber of Commerce, Prospect Lions Club, and from residents of Prospect and vicinity for improvement of this highway at a sharp curve near Casey State Park.

The Engineer reported briefly on the subject and recommended that a survey be made to determine accurately the quantities involved and how much the project would cost with the idea in mind that if the Commission approves the project, the work could be undertaken during the 1956 working season.

You will be pleased to know that the Commission authorized him to conduct such a survey.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ds

cc: Hon. R. A. Littrell, State Representative
Paul J. Pearson
Mrs. Leo Hoag

see item 4b
7 June 30 agenda

survey authorized

NT)
)
)

RESOLUTION

e Medford-Crater Lake Highway is an important link in

f the State of Oregon; and

s highway is a scenic highway leading to one of the

r Lake; and

ring the tourist season the traffic is extremely heavy

traffic but also to the heavy hauling by the lumber

condition of the present highway surface from the

edford is considered a disgrace to the state highway

the importance of this link in that system and the

section of the said highway between Trail and Cascade Gorge is dangerous to the traveling public; and

WHEREAS, the particular unit known as Flounce Rock Grade is most hazardous, which condition should be corrected immediately;

NOW, THEREFORE, BE IT RESOLVED BY THE JACKSON COUNTY CHAMBER OF COMMERCE that it request the Oregon State Highway Commission to take immediate steps to improve the maintenance standards of the highway surface from Medford to Crater Lake to meet present heavy traffic demands and to cause its survey of the proposed new highway to be completed as soon as possible and

BE IT FURTHER RESOLVED that the Flounce Rock unit be contracted for reconstruction before the 1956 tourist season and that copies of this resolution be forwarded to each member of the Highway Commission and the State Highway Engineer.

Dated at Medford, Oregon, this 14th day of July, 1955.

John Pletsch, President
JACKSON COUNTY CHAMBER OF COMMERCE

ACKNOWLEDGE
H. B. GLAISYER

[illegible] MATTER OF IMPROVEMENT)
)
OF CRATER LAKE HIGHWAY.)

RESOLUTION

WHEREAS, the Medford-Crater Lake Highway is an important link in the State Highway system of the State of Oregon; and

WHEREAS, this highway is a scenic highway leading to one of the wonders of the world, Crater Lake; and

WHEREAS, during the tourist season the traffic is extremely heavy due not only to the tourist traffic but also to the heavy hauling by the lumber industries; and

WHEREAS, the condition of the present highway surface from the National Park boundary to Medford is considered a disgrace to the state highway system in consideration of the importance of this link in that system and the section of the said highway between Trail and Cascade Gorge is dangerous to the traveling public; and

WHEREAS, the particular unit known as Flounce Rock Grade is most hazardous, which condition should be corrected immediately;

NOW, THEREFORE, BE IT RESOLVED BY THE JACKSON COUNTY CHAMBER OF COMMERCE that it request the Oregon State Highway Commission to take immediate steps to improve the maintenance standards of the highway surface from Medford to Crater Lake to meet present heavy traffic demands and to cause its survey of the proposed new highway to be completed as soon as possible and

BE IT FURTHER RESOLVED that the Flounce Rock unit be contracted for reconstruction before the 1956 tourist season and that copies of this resolution be forwarded to each member of the Highway Commission and the State Highway Engineer.

Dated at Medford, Oregon, this 14th day of July, 1955.

ACKNOWLEDGE
H. B. GLAISYER

John Pletsch, President
JACKSON COUNTY CHAMBER OF COMMERCE

June 28, 1955

Oregon State Highway Commission

Gentlemen:

Requests have been received from Mr. E. A. Littrell, State Representative, Medford, Oregon; the Lions Club, Prospect, Oregon, and the Jackson County Chamber of Commerce, Medford, Oregon; and a petition has been submitted by Mrs. Leon Hoag of Tiller, Oregon, containing approximately 325 signatures, all concerning improvements to a very sharp curve on the Crater Lake Highway located approximately 300 yards southerly from Casey State Park, which is approximately seven miles north of Trail.

On June 6 an investigation was made by Mr. Stiffler, accompanied by Division Engineer Edwards.

The curve is rather sharp, being a 28-degree curve right at Station [illegible], with a guard fence located on the river side one foot from the edge of the pavement and a two-foot shoulder on the inside adjacent to a vertical solid rock bluff 50 to 60 feet in height. To widen the curve 15 feet, to provide sufficient width for standard shoulders, is roughly estimated to cost $25,000. Since the widening would interfere with the function of a wooden flume below the roadbed carrying irrigation water, the work could only be performed in the late fall or early spring months.

With an average daily traffic of 1,650 vehicles, a high percentage of which are trucks, some improvement to the curve is justified. Therefore, I recommend that a short survey be made to determine more accurately the quantities involved and the estimated cost, to be included as a project in our 1956 minor betterment budget.

Very truly yours,

June 30 - Comm authorized Survey.

R. H. Baldock
State Highway Engineer

cc Mr. W. W. Stiffler

WWS:er

4 b

June 20, 1955

Mr. R. A. Mullen, Secretary
Lions Club
Shady Cove, Oregon

Dear Mr. Mullen:

This will acknowledge your letter of June 10, 1955 in which request is made for improvement of the Trail-Prospect Section of the Crater Lake Highway.

I shall bring your letter to the attention of the members of the State Highway Commission and the State Highway Engineer for their information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners
R. H. Baldock

LIONS INTERNATIONAL CLUB
LIBERTY • INTELLIGENCE • OUR • NATIONS • SAFETY
MEETS:
WEDNESDAY, 7:30 P. M.
SHADY COVE, OREGON

June 10, 1955

State Highway Commission
Salem, Oregon

Dear Sirs:

We understand that an aerial survey has been completed for the Trail to Prospect section of the Crater Lake Hiway. It is also our understanding that it was made for the purpose of modernizing the antiquated section of the hiway.

As you know Crater Lake National Park is one of the largest attractions to tourists on the entire Pacific Coast. Thus as an arterial avenue for incoming tourists, the Crater Lake Hiway is an important factor in visitors impressions of the entire state.

It can be further noted that a good first impression can be conducive to investments that will benefit the entire state. The Camp White area is fast becoming one of the main industrial areas in the neighborhood. Particularly of interest is the addition of a new iron foundry in that area. This then brings up the prospect of increased mining activity in the area. Good roads will be needed to foster this expanding economy.

We of the Shady Cove-Trail Lions Club therefore urge that you consider very carefully the improvement of the aforementioned section of the Crater Lake Hiway.

Sincerely,

R. A. Mullen

R. A. Mullen
Secretary

RECEIVED
JUN 14 1955
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGE
H. B. GLAISYER

R

May 31, 1955

Hon. E. A. Littrell
140 Greenway Circle
Medford, Oregon

Dear Mr. Littrell:

This will acknowledge your letter of May 23 relative to a curve on the Crater Lake Highway, ORE62, located approximately 300 yards west of Casey Park.

A similar inquiry was received a short time ago from the Jackson County Chamber of Commerce relative to the potential hazards to tourist traffic in view of the log hauling over this highway.

As I advised the Chamber of Commerce, an investigation will be made as to what can be accomplished and in the meantime additional warning signs will be installed.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. W. Stiffler

WWS:er lg

COMMITTEES:
VICE CHAIRMAN: HIGHWAYS
MEMBER: COMMERCE AND UTILITIES
LABOR AND INDUSTRIES

STATE OF OREGON
HALL OF REPRESENTATIVES
SALEM

7

May 23, 1955

Mr. Sam Boldock
Engineer, Highway Department
Salem, Oregon

Dear Mr. Boldock:

Since returning home from the legislature I have had numerous people contact me about Rocky Point, about 300 yds. West of Casey's park on Highway 62, which follows the Rogue River at this point.

This is very narrow and very sharp curves and I know it hasn't any leeway to let logging trucks pass on this particular curve. And I understand since repairing this that the highway has sunk from four to six inches.

What the residents would like is to have this corner taken off in order to cut out this unsafe curve during the heavy traffic part of the year.

Your consideration on this would certainly be appreciated by the writer.

With personal regards,

Yours very truly,

E A Littrell

E. A. Littrell

EAL/pgr

Stiffler
State Highway Engineer

[illegible]

RECEIVED
MAY 24 1955
OFFICE OF
STATE HIGHWAY ENGINEER

VED
955
STATE HIGHWAY COMMISSION

ERTY + INTELLIGENCE + INTERNATIONAL LIONS CLUB OUR + NATIONS + SAFETY

PROSPECT, OREGON

May 20, 1955

Engineering Department
Oregon State Highway Commission
Salem, Oregon

Gentlemen:

The members of the Prospect Lions Club would like to call your attention to a hazzardous situation on the Crater Lake Highway. About 300 yards south of Casey State Park the highway curves around a point of rock which juts toward the Rogue River. This results in a very sharp, blind turn. The danger is aggravated by the absence of a shoulder on either side of the pavement.

The coming tourist season will find many visitors passing this point. Some will not be used to mountain roads, and they will be prone to cut too closely toward the center here. Others will be devoting too much of their attention to scenic values. Eventually such a driver will meet a load of logs, and neither driver will have time nor room to avoid a crash. There is no safety factor for human failure here, and it is highly probable that one or several innocent persons will suffer as the result of someone's small error.

We suggest that blasting the point off will provide the wider pavement and increased visibility so urgently needed. In about a month the heavy tourist traffic will be here, and corrective action before then is respectfully requested.

Sincerely yours,

Paul J. Pearson

Paul J. Pearson,
Secretary

RECEIVED
MAY 23 1955
OREGON
STATE HIGHWAY COMMISSION

FILING

May 17, 1955

Mr. Chet Hubbard
Chairman, Highway Committee
Jackson County Chamber of Commerce
5 South Riverside
Medford, Oregon

Dear Sir:

Acknowledgment is made of your letter under date of May 16 having reference to numerous complaints reaching the Chamber from the lumber and timber interests concerning a dangerous curve on the Crater Lake Highway located approximately 300 yards south of Casey Park. An investigation will be made as to what can be accomplished, and, in the meantime, additional warning signs will be installed.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. W. Stiffler

WWS:er lg

No. 1777 By MMB

Copy of letter to Chet Hubbard, [illegible], Hwy. Committee, Jackson Co. Chamber of Commerce, Medford, dated 5-17-55, having reference to numerous complaints reaching the Chamber from the lumber and timber interests concerning a dangerous curve on the Crater Lake Hwy.

Acknowledged by_____Referred to W. O. Widdows

_ Investigate and report with recommendation
XX Such action as necessary and report
_ Comment or recommendation
_ Return with rough draft of reply
_ Prepare reply for signature of Mr._________
_ Contact correspondent and report

Remarks: Report on Signing.

PLEASE RETURN TO
W. W. STIFFLER
FOR FILING

Executed June 17-55 Report Received___________

County Chamber of Commerce

LAKE • IN THE HEART OF THE ROGUE RIVER VALLEY

5 SOUTH RIVERSIDE
MEDFORD, OREGON
TELEPHONE 2-6293

y 16, 1955

aints come to our attention by the
hauling on the Crater Lake Highway
approximately 300 yards towards
k.

, there is a sharp curve around a
road and on the other side is the
h clearance for two trucks to pass
truck is headed East and the other
ver side there is no shoulder to speak
on the bank side. There have been
several cases where one log truck has been crowded into the bank when another truck comes around the corner headed in the opposite direction, which has necessitated stopping and unhooking the reach of the truck in order to get it on around after being crowded into the bank.

There have been so many fatalities on the Crater Lake Highway over a period of several years that sooner or later there will be some very serious accidents at this point.

It is our recommendation that the State Highway Department blast this point off and widen the road in order to permit proper clearance with a margin of safety immediately before the heavy tourist traffic developes on this highway. We do not feel that this particular spot on the highway can wait until the realignment of the Crater Lake Highway takes place.

Very truly yours,

Chet Hubbard, ~~Chairman~~
Highway Committee

CH/b

REFERRED TO
Stiffler
By State Highway Engineer

Please prepare [illegible]

NOTED
W. W. STIFFLER

RECEIVED
MAY 17 1955
OREGON
STATE HIGHWAY COMMISSION

Jackson County Chamber of Commerce

GATEWAY TO CRATER LAKE • IN THE HEART OF THE ROGUE RIVER VALLEY

5 SOUTH RIVERSIDE
MEDFORD, OREGON
TELEPHONE 2-6293

May 16, 1955

Engineering Department
Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have had numerous complaints come to our attention by the various log and lumber haulers hauling on the Crater Lake Highway regarding the curve in the road approximately 300 yards towards Medford from the Casey State Park.

At this particular location, there is a sharp curve around a point of rock on one side of the road and on the other side is the Rogue River. There is not enough clearance for two trucks to pass with a margin of safety when one truck is headed East and the other truck is headed West. On the river side there is no shoulder to speak of nor is there enough shoulder on the bank side. There have been several cases where one log truck has been crowded into the bank when another truck comes around the corner headed in the opposite direction, which has necessitated stopping and unhooking the reach of the truck in order to get it on around after being crowded into the bank.

There have been so many fatalities on the Crater Lake Highway over a period of several years that sooner or later there will be some very serious accidents at this point.

It is our recommendation that the State Highway Department blast this point off and widen the road in order to permit proper clearance with a margin of safety immediately before the heavy tourist traffic developes on this highway. We do not feel that this particular spot on the highway can wait until the realignment of the Crater Lake Highway takes place.

Very truly yours,

McNeil

Ches Hubbard, Chairman
Highway Committee

REFERRED TO
Stiffler
By State Highway Engineer

Please prepare answer

CH/b

NOTED
W. W. STIFFLER

RECEIVED
MAY 17 1955
OREGON
STATE HIGHWAY COMMISSION

RE: Curve on Highway 62 approximately 300 yards toward Medford from Casey State Park, bounded with guard rail on river side of highway and rock point on opposite side.

We, the undersigned, hereby petition the Oregon State Highway Commission to blast off the rock point and widen road at above captioned curve, to permit the proper clearance of trucks and cars, with a margin of safety, before the heavy tourist traffic develops on this highway this year.

Mrs Ella E Warren Prospect Ore.
Frances Mirian Richey - Trail, Ore
Thomas J. Richey " "
[illegible] Prospect Ore
[illegible] Prospect Ore
Howard A. Bishop Prospect, Oregon
Clinton J. Snodgrass Prospect Oregon
Mrs Clinton Snodgrass Prospect Ore.
F. E. Stine Star Rt Box 43 " "
Mrs Mabel Wayman Prospect Ore
Leo E. Voog Prospect Ore.

Gentlemen:

The enclosed signed petitions are self-explanatory. This is a follow up on letter you received from Jackson County Chamber of Commerce. We certainly hope this can be taken care of in the very near future.

Sincerely
Leo Voog
Logging

RE: Curve on Highway 62 approximately 300 yards toward Medford
from Casey State Park, bounded with guard rail on river
side of highway and rock point on opposite side.

We, the undersigned, hereby petition the Oregon State Highway Commission to blast off the rock point and widen road at above captioned curve, to permit the proper clearance of trucks and cars, with a margin of safety, before the heavy tourist traffic develops on this highway this year.

Robert E. Carrolin -
Marguerite Anderson
[illegible]
[illegible]
[illegible]
D H Barber -
[illegible] -
Dorothy Dickstein -
Lucille S. Barber -
Ranald Astell
Velda Barr -
[illegible]
Henry S. Schuler -
Harry E. Harding -
Maude Ditsworth -
Caroline L. Harding -
Helen Astell - Trail Ore.
J. H. Ditsworth -
Alma E. Maloney - Trail Ore.

Lois D. Barr Jr.
Warren D. Barr
George Greene Trail
R. D. Greene - Trail

15-1051 Reese Creek Sec. of the Crater Lake Highway. 1956

#4606

A

151051
4606

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 14, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4606	4-Final	Rogue River Paving Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17118	H-158241	$ 459.96	8/14/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1956

Time Extensions: None

Completion Date: May 22, 1956

Date Accepted: June 4, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-17-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: AUG 17 1956

Ruth Rawlings

[illegible]

1

RECEIVED
AUG 7 1956
FOR FILING

15-1051

460k

August 7, 1956

CERTIFIED MAIL

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

State Highway Contract No. 4606 for work performed on the Reese Creek Section of the Crater Lake Highway in Jackson County was completed by the contractor, Rogue River Paving Company, on May 22 and was formally accepted by the Highway Commission on June 4, 1956.

Final payment in the amount of $459.96 will be released to the contractor on or after August 17, 1956. The total contract amount is $15,331.85, of which amount $165.55 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Standard Accident Insurance Co.
Robert P. Dawson, Agent
Portland Trust Bldg.
Portland, Oregon

NOTED ON CARD

RECEIVED
JUN 13 1956
FOR FILING

June 12, 1956

CERTIFIED MAIL

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogue River Paving Co. on contract No. 4606, for grading and pavement widening on the Reese Creek Section of the Crater Lake Highway in Jackson County. This payment, in the amount of $1,005.35, will be released to the contractor on or after June 22, 1956. The retained percentage is $459.96.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Standard Accident Insurance Co.
Robert P. Dawson, Agent
Portland Trust Bldg.
Portland, Oregon

NOTED ON CARD
gf

Form E-1-Rev 6-55—1024

9

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 26 May 1956, 19

Section Reese Creek

Kind of work Grading, pavement widening

Highway Crater Lake

Section prefix 15-1051

Contractor Rogue River Paving Co

Contract number 4606

Date of contract 27 Jan 56, 19

Date of completion 31 Aug 56, 19

Date work started 21 Mar 56, 19

Estimated date of completion 22 May 56, 19

Project authorization $ 17,360.73

Exclusive of Engineering $ 16,126.23

Per cent of time elapsed 56 %

Estimated cost of completed project, exclusive of engineering $ 14,161.30

Estimated per cent overrun or underrun underrun 4.2 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1234.55

Engineering cost to date $ 1107, 90 %

Date project was completed 22 May 1956, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Rex Ayers, subcontractor, had one man cleaning ditches and removing large rock on Tuesday. This completes work on this project. Semi-final data submitted same date.

NOTED
L. H. Young

RECEIVED
[illegible]

NOTED
W. T. WRIGHT

NOTED
R. D. [illegible]

NOTED
V. D. WOLFE

Signed Res Engr

Address PO Box 1122, Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 96366

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.68	0.68			0.68
Miles partially completed	0.68	0.68			0.68
Miles completed	0.68	0.68			0.68
Total estimated quantities (contract)	2,700 cy	600 cy			950 ton
Total quantities corrected to date	2,400	750			973
Estimated quantities moved or placed to date	2,400	750			973
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers............, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	clear		
Monday	clear		
Tuesday	clear		
Wednesday	overcast		
Thursday	overcast		
Friday	clear		
Saturday			

RECEIVED
MAR 5 - 1956
FOR FILING

15-1851
4606

March 6, 1956

Rogue River Paving Co.
P. O. Box 942
Medford, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4606, which was awarded to you by the State Highway Commission on January 27, for grading and pavement widening on the Reese Creek Section of the Crater Lake Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 30 1956
FOR FILING

15-1051
4606

January 30, 1956

Rogue River Paving Co.
217 Eastwood Drive
Medford, Oregon

Gentlemen:

The State Highway Commission on January 27, 1956 awarded to you State Highway Contract No. 4606 for grading and paving the Reese Creek Section of the Crater Lake Highway, northeast of Medford, in Jackson County.

This award was based on your bid of $14,781.80 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

I-302(4) Ashland Creek Structures in 1956
the City of Ashland.
#4607

F-302 (4)
4607

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 19, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4607	8-Final	Orlando C. Bernard	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24617	H-165769	$ 5,768.76	11/16/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 30, 1956

Time Extensions: None

Completion Date: Sept. 30, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-26-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: NOV 26 1956

Ruth Rawlings

RECEIVED
NOV 19 1956
FOR FILING

F-362(4)

#7

November 16, 1956

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 SW Fourth Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract No. 4607 for work performed on the Helman Street-Third Street Section, Ashland, of the Pacific Highway in Jackson County was completed by the contractor, Orlando C. Bennard, on September 30, 1956, and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $5,768.76 will be released to the contractor on or after November 26, 1956. The total contract amount is $74,044.77, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

[illegible]
DC-

RECEIVED
MAR 5 - 1956
FOR FILING

F 352(4)
4607

March 6, 1956

Mr. Orlando C. Bennard
222 N. E. Holland St.
Portland 11, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4607, which was awarded to you by the State Highway Commission on January 27, covering construction of Ashland Creek Structures on the Pacific Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 30 1956
FOR FILING

F 302 (4)
4607

January 30, 1956

Mr. Orlando C. Bennard
222 N. E. Holland
Portland 11, Oregon

Gentlemen:

The State Highway Commission on January 27, 1956 awarded to you State Highway Contract No. 4607 for construction of a deck girder bridge over Ashland Creek and Water Street in the City of Ashland in Jackson County.

This award was based on your bid of $73,668.50 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

ER-20(1) Hellgate-Oakridge Dike Proj. 1956
on Willamette Hwy.
#4608

R. H. Ba[illegible]

RECEIVED
JUL 11 1956
FOR FILING

June ~~1st~~, 1956

FINAL COST ANALYSIS

Hell Gate-Oakridge Section Stanton W. Payne, Contractor | Willamette Highway
Contract #46008 H. E. Mayfield, Resident Engineer | Prefix 20-1124

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing		All	$	$	$ 767.41	$ 750.00
Tractor & Dozer	17	Hour	15.00	11.92	202.63	255.00
*Loose Riprap	8,198.4	Cu. Yd.	1.89	1.247	10,230.20	15,494.98
*PA #1, Blast Toe Trench		All			175.00	175.00
Force Account (State's Part of Flagging Cost)						75.47
					$11,375.24	$16,750.45

Gross Revenue	$16,750.45
Total Cost	11,375.24
Net Profit	$ 5,375.21

Net Profit Equals 32% of Gross Revenue

* Work done all or part by Hardin Blasting Co.

Stanton W. Payne

Detail of Cost

Labor:		
Labor	$2,987.64	
Labor Insurance	182.24	$ 3,169.88
Equipment Rentals & Misc. Expense:		
Equipment Rentals, Owned	$2,119.50	
Gas, Oil & Grease	694.21	
P.U.C. Fees	146.50	
P.L. & P.D. Insurance	31.53	
Small Tools & Misc. Supplies	104.70	
Bond	167.50	
Home Office & General Overhead	257.30	3,521.24
Paid to Hardin Blasting Co. (Drilling & Shooting Rock)		4,684.12
Total Cost		$11,375.24

Contract #4600

Remarks:

This was a "Federal Aid Primary Project" calling for the construction of toe trench, earth fill dike and approximately 7,400 cu. yd. of rock riprap material. This project was bid January 27th, 1956; work started February 6th, 1956 and the project was completed March 30th, 1956.

On February 6th, 1956 the contractor moved in a 60 cat and dozer and a crew of 6 men and started clearing. The clearing consisted of mostly brush with a few large trees. Hand labor was used on clearing.

Hardin Blasting Co. did all the drilling and shooting on quarry rock at $0.55 per yard. A TD-14 cat with front end (1 cu. yd.) loader was used in loading rock into three 8 cu. yd. trucks. The rock was handled on the dikes with 60 cat and dozer. The rock that was put at the bridge end did not require any rehandling and very little dozer work was required on the rock that was put on the dikes. The average haul on rock was about 2 miles.

By using a loader rather than a shovel for loading and small equipment in the construction of the dike the contractor was able to keep his equipment rental to a minimum and realized a large profit from this project.

R. D. Asburry
Chief Cost Analyst

By . . K. T. Wechter

CPRS-2031

Form PR 2 (Revised 1950)

State Oregon

Project No. [illegible]-20(1)

ER-20(1)

4608

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of June, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of January, 1956, a program, which was approved on the 11th day of January, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 11th day of January, 1956, and the sum of eight thousand, nine hundred twenty-nine and 80/100 dollars ($8,929.80) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

~~Between~~ Intermittent dike construction between Stations 995+00 and 2605+00, Oakridge west,

, length 0.000 miles, in Lane County,

being Oregon project No. ER-20(1)., ~~consisting of miles of roadway and bridges each of more than 20 feet clear span, of a mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of eight thousand, nine hundred twenty-nine and 80/100 dollars ($8,929.80), which does not exceed the authorized Federal pro rata share of seventeen thousand, eight hundred fifty-nine and 60/100 dollars ($17,859.60), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:

R H Baldock
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Bureau of Public Roads.

Oregon State Highway Department

Federal Aid
Project No. ER-20(1)

HELL GATE-OAKRIDGE SECTION OF THE WILLAMETTE HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1956

Type Code Y008
Dike Construction (Opposite Sta. 995+00 and Sta. 2605+00)(Contract No. 4608)

All Required	Clearing and Grubbing	$	$ 750.00
50 hours	Power Shovel	15.00	750.00
30 hours	Tractor and Dozer	15.00	450.00
7,400 cu.yds.	Loose Riprap	1.89	13,986.00
			$ 15,936.00
All Required	Flagging (57½% of Contractor's Cost)		300.00
	Subtotal		$ 16,236.00
	10% Engr. & Cont.		1,623.60
	Total		$ 17,859.60

Length of Dike 0.000 miles

Federal Funds.	$ 8,930.00
State Funds.	8,929.60
	$ 17,859.60

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid
Project No. F-308(5)

HELL GATE-OAKRIDGE SECTION OF THE
WILLAMETTE HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Jan. 10, 1956

Type Code Y008
Dike Construction (Opposite Sta. 995+00 and Sta. 2605+00)

All Required	Clearing and Grubbing	$	$ 1,500.00
50 hours	Power Shovel	16.50	825.00
30 hours	Tractor and Dozer	17.50	525.00
7,400 cu. yds.	Loose Riprap	3.00	22,200.00
			$ 25,050.00
All Required	Flagging (57½% of Contractor's Cost)		300.00
	Subtotal		$ 25,350.00
	10% Engr. & Cont.		2,535.00
	Total		$ 27,885.00

Length of Dike 0.000 Mile

Federal Funds..	$ 13,900.00
State Funds..	13,985.00
	$ 27,885.00

RECEIVED
JUN 8 - 1956
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 1, 1956

ER-2011

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4608	3-Final	Stanton W. Payne	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11200	B-152045	$ 502.51	6/1/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: March 31, 1956

Time Extensions: none

Completion Date: March 30, 1956

Date Accepted: June 4, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-7-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JUN

Ruth Rawlings

NOTED ON CARD

RECEIVED
MAY 25 1956
FOR FILING

4605

May 24, 1956

CERTIFIED MAIL

The Aetna Casualty & Surety Co.
Portland Service Department
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4608 for Hell Gate-Oakridge Dike construction on the Willamette Highway in Lane County was completed by the contractor, Stanton W. Payne, on March 30, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $502.51 will be released to the contractor after acceptance by the Commission. The total contract amount is $16,750.45, of which amount $75.47 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: The Aetna Casualty & Surety Co.
Ray D. Pollard Agency
21 11th Avenue West
Eugene, Oregon

NOTED ON CARD

RECEIVED
MAY 4 - 1956
FOR FILING

4608

May 4, 1956

CERTIFIED MAIL

The Aetna Casualty & Surety Co.
Portland Service Department
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Stanton W. Payne on contract No. 4608, for dike construction on the Hall Gate-Oakridge Section of the Willamette Highway in Lane County. This payment, in the amount of $6,744.40, will be released to the contractor on or after May 14, 1956. The retained percentage is $502.51.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Ray D. Pollard Agency
21 11th Avenue West
Eugene, Oregon

NOTED ON CARD

RECEIVED
APR 17 1956
FOR FILING

FORM E-30X—37,500—2-55—62967

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 10, 1956

SUBJECT:

W. C. WILLIAM

To: ~~Mr. Tom Edwards~~
~~Division Engineer~~
~~State Highway Department~~
~~Roseburg, Oregon~~

The subcontract between Stanton W. Payne and the Harding Blasting Company for drilling and shooting only of the loose riprap material for the Hell Gate-Oakridge Contract No. 4608, Oregon F-308 (5) is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Forrest Cooper
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
APR 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 10 1956
FOR FILING

FR-20(1)
4608

April 9, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on March 30, 1956 on Contract No. 4608, Hell Gate-Oakridge Section, in Lane County, in connection with Federal Aid Project No. FR-20(1), originally F-308(5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

D. H. Probert
Office Engineer

DHP:kb
cc: W. C. Williams
John Cottrell

Form E-1-Rev 5-55—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 31, 1956

Section Hell Gate - Oakridge

Kind of work Dike construction

Highway Willamette

Section prefix 20-1124

Contractor Stanton W. Payne

Contract number 4608

Date of contract January 27, 1956

Date of completion March 31, 1956

Date work started February 6, 1956

Estimated date of completion , 19

Project authorization $ 18,265.50

Exclusive of Engineering $ 16,966.62

Per cent of time elapsed 64 100 %

64

Estimated cost of completed project, exclusive of engineering $16,780.00

Estimated per cent overrun or underrun ~~None~~ 1.1 %

Per cent of contract completed, based on total contract price 98.9 %

Engineering authorization $ 1,298.88

Engineering cost to date $ 1,234.91, 95 %

Date project was completed March 30, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor cleaning up debris and reshaping rip-rap Monday & Tuesday of this week. Mr. Chandler, Assistant Division Engineer and myself went over project Thursday and inspected same for final acceptance. Found further clean up necessary which was done Friday March 30th 1956.

This will be the final weekly report on this project.

NOTED
R. D. ASBURRY

NOTED
FORREST COOPER

NOTED
V. D. WOLFE

NOTED
L. H. Young

NOTED
C. E. PAULSEN

RECEIVED
APR 2 1956
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
W. T. WRIGHT

Signed H. E. Mayfield

Address 506½ Main street Springfield, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 86385

RIP RAP

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)		7,400 CY			
Total quantities corrected to date					
Estimated quantities moved or placed to date		8,198.1 CY			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		5			

Men 4

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers............, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Rain		
Saturday			

RECEIVED
MAR 23 1956
FOR FILING

ER 20(1)
4608

March 22, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 6, 1956, on Contract No. 4608, Hell Gate-Oakridge Section, in Lane County, in connection with Federal Aid Project No. F-308(5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

[illegible]P:la

cc: W. C. Williams

RECEIVED
MAR 16 1956
FOR FILING

ER-20 (1)
4608

March 14, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order For Extra Work No. 1 covering flagging on the Hell Gate-Oakridge Section of the Willamette Highway in Lane County, Contract No. 4608, in connection with Federal Aid Project No. ER-20(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DEP:ia

Encl.

RECEIVED
MAR 13 1956
FOR FILING

ER-20(1)
4608

Salem, Oregon
March 14, 1956

Correction F. A. Project Number

Mr. H. E. Mayfield
Resident Highway Engineer
Room 4, 506½ Main St.
Springfield, Oregon

Refer to Contract No. 4608, Hell Gate-Oakridge Section in Lane County.

The contract was originally let as a Primary Federal Aid Project and assigned F.A.P. No. F-308(5). This number has now been changed to ER-20(1).

Please correct the F.A.P. number on your records and use the newly assigned number on all reports. It is still a Primary Federal Aid Project and records are to be kept and submitted as on all Primary Projects.

S. H. Probert
Office Engineer

SHP:ia

cc: Tom Edwards
Stanton W. Payne
2475 River Road
Eugene, Oregon

RECEIVED
MAR 7 - 1956
FOR FILING

F-308(5)
4605

March 6, 1956

Mr. Stanton W. Payne
2475 River Road
Eugene, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4608, which was awarded to you by the State Highway Commission, for dike construction on the Hell Gate-Oakridge Section of the Willamette Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
FEB 7 1956
FOR FILING

1 - [illegible]
4608

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

February 6, 1956
Salem, Oregon

SUBJECT: Change of Prefix
Contract No. 4608

To: Tom Edwards
Division Engineer
Roseburg, Oregon

Hell Gate-Oakridge Section of the Willamette Highway in Lane County, Contract No. 4608, is classified as an Emergency Relief Project.

Emergency Relief Projects will be carried in Major Class No. 11. The prefix for Contract No. 4608 is now 20-1124, instead of 20-1018. Will you please correct the prefix on all records sent to you and advise all others concerned, under your supervision, regarding the correction.

S. H. Probert
Office Engineer

cc: Resident Engineer
H. B. Glaisyer
Gen. Files

DBP:bb

REFERRED TO
BY SECRETARY

RECEIVED
JAN 31 1956
FOR FILING

F 308 (5)
[illegible]

January 30, 1956

Mr. Stanton W. Payne
2475 River Road
Eugene, Oregon

Dear Sir:

The State Highway Commission on January 27, 1956 awarded to you State Highway Contract No. 4608 for Hellgate-Oakridge Dike Project on the Willamette Highway in Lane County.

This award was based on your bid of $15,936 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

File

RECEIVED
FEB 1 1956
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

F-308(5)
4608

08-35

January 27, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 4608 for Oregon Project F-308(5), Hell Gate-Oakridge Dike Project on the Willamette Highway, to Stanton W. Payne of Eugene, Oregon, low bidder in the amount of $15,936.00 at the January 27, 1956 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
JAN 31 1956
STATE HIGHWAY COMMISSION

File ✓

RECEIVED
JAN 24 1956
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

F 308 (5)
[illegible]

08-35

January 11, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project F-308(5), dike construction on the Hell Gate-Oakridge Section of the Willamette Highway.

This is your authority to advertise for bids.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JAN 24 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 13 1956

FOR FILING

F-308 (5)

[illegible]

January 10, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to request programming of a Federal-aid Primary Highway Project involving construction of revetment and dikes on the Hell Gate-Oakridge Section of the Willamette Highway in Lane County.

The work contemplated is in part replacement of revetment and dikes washed out by unusual flood and in part extension of dikes to afford more adequate protection. It qualifies as emergency relief work and it is to be programmed with the understanding that if and when federal funds for emergency relief work are made available, the project will be re-programmed or transferred so that the federal share of the cost will be paid from the relief funds and not from federal-aid primary funds.

The program data for the project is as follows:

Item No.	205
County	Lane
Project No.	F-308(5)
Federal Route No.	29
State Route No.	18
Termini	Point 2.5 miles west of the corporate limits of Oakridge to Oakridge. (Hell Gate-Oakridge)
Construction Cost:	
Total cost	$24,200
Federal funds	12,100
State funds	12,100
Other funds	--

Project Totals:	
Total cost	$24,200
Federal funds	12,100
Length	0.0 miles
Character of Proposed Work	Revetment and dike construction.

Traffic volumes are as follows:

1955 ADT	3,000
Per cent Commercial	10
1975 ADT	6,000
Per cent Commercial	10
30th Peak Hour	90

As an emergency situation is involved, we desire to issue the call for bids on January 12.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:ia

S-25(3) Idaho State Line-Sucker Cr. 1956
Sec. of the I.O.N. Highway.
#4/60

S-25(3)
4609

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 16, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4609	5-Final	C. E. Lassberg

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22131	H-163286	$ 2,715.40	10/16/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 31, 1956

Time Extensions: to Aug. 31, 1956

Completion Date: Aug. 31, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-22-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 22 1956

Ruth Rawlings

1

RECEIVED
OCT 10 1956
FOR FILING

S 25(1)

4609

October 10, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4609 for work performed on the Idaho State Line-Sucker Creek Section of the I. O. N. Highway in Malheur County was completed by the contractor, C. E. Leseberg, on August 31, 1956 and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $2,715.40 will be released to the contractor on or after October 20, 1956. The total contract amount is $86,066.73, of which amount $722.53 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
OCT 10 1956
FOR FILING

5-25 (3)

4609

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 8, 1956

Mr. C. K. Lesseberg
201 Reece St.
Nyssa, Oregon

Dear Sir:

The State Highway Commission at its meeting held on September 27 had under discussion your request for an extension of time from July 31, 1956 to August 31, 1956 within which to complete your contract No. 4609, for grading and paving on the Idaho State Line-Sucker Creek Section of the I. O. N. Highway in Malheur County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. F. Parson,
Division Engineer

Clair E. Hall,
Resident Engineer

Tom Edwards,
Construction Engineer

A

RECEIVED
SEP 19 1956
FOR FILING

[illegible]-25 (3)

46-1

September 19, 1956

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

It is the intention of the State Highway Commission to release to C. E. Leseberg a portion of the funds heretofore retained by the Commission on contract No. 4609, covering the Idaho State Line-Sucker Creek Section of the I.O.N. Highway in Malheur County.

This payment in the amount of $42,835.32 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,577.88. The present payment will be released on or after September 29, 1956.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
SEP 10 1956
FOR FILING

S-25(3)

4609

September 7, 1956

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 31, 1956, on Contract No. 4609, Idaho State Line-Sucker Creek Section, in Malheur County, in connection with Federal Aid Project No. S-251(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: John Cattrall

DEP:ch

RECEIVED
SEP 7 1956
FOR FILING

5-25(5)

4609

September 7, 1956

Oregon State Highway Commission

Request for extension of time
No. 12
September 27 and 28 meeting

Gentlemen:

Herewith a request from C. E. Lonnberg for an extension of time on the Idaho State Line-Sucker Creek Contract No. 4609 from July 31, 1956 to August 31, 1956.

This project was awarded on January 27, 1956, but we were unable to provide access to the specified quarry until the latter part of April. For this reason, the contractor did not have sufficient time to complete the project. The overrun is not the fault of the contractor, and I recommend that the extension be granted without penalty.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

Encl.

cc Mr. Tom Edwards

EAP:ar fn

Form E-1—10M—1-56

O[illegible]GON STATE HIGHWAY DEPARTM[illegible]

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

S-25(3)
4609

For Week Ending August 31, 1956

Section Idaho State Line - Sucker Creek

Kind of work Grading & Paving

Highway I.O.N.

Section prefix 123-1066

Contractor C.E. Leseberg

Contract number 4609

Date of contract January 27, 1956

Date of completion July 31, 1956

Date work started April 18, 1956

Estimated date of completion August 31, 1956

Project authorization $ 97,237.13

Exclusive of Engineering $ 91,822.49

Per cent of time elapsed 117 %

Estimated cost of completed project, exclusive of engineering $ 91,822.49

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 6,914.54

Engineering cost to date $ 7,404.58, 107 %

Date project was completed August 31, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Shot the Seal Coat Monday, August 27, had to wait until 1:00 P.M. before the pavement was throughly dry. Wetness caused by morning rain. Finished at 4:30 P.M.

Tuesday - Putting on remaining shoulder material and shaping up shoulders.

Contract completed August 31, 1956

Roy Spivey inspecting oil shot, Bartmess checking rock.

NOTED
W. T. WRIGHT

Noted
M. N. Juve

NOTED
H. Young

NOTED
TOM EDWARDS

NOTED
D. J. BARBER

RECEIVED
1956
OFFICE OF
CONST[illegible]

Signed Clan E Hall

Address Vale, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 98073

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.15	2.15		2.15	2.15
Miles partially completed					
Miles completed	2.15	2.15		2.15	2.15
Total estimated quantities (contract)	9,700	12,500		381	5,000
Total quantities corrected to date	8,198	13,027		364	4,693
Estimated quantities moved or placed to date	8,198	13,027		364	4,693
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift					

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...1...., Rollers ...1...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
JUL 9 1956
FOR FILING

FORM K-30X—50M—11-55—80228

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 6, 1956

SUBJECT: Idaho State Line-Sucker Creek
I. O. N. Highway
Contract No. 4609

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

NOTED
W. C. WILLIAMS

Reference is made to Laboratory Reports Nos. 393250 and 393251, dated June 29, 1956 showing, (1) 7.8 and 6.6 percent deficiencies in material retained on the 1¼-inch screen, (2) 0.4 percent deficiency in material passing the ¼-inch screen and (3) excessive plasticity index by 7 points and liquid limity by 7 and 4 points, respectively, in the 2½"-0 crushed rock being produced adjacent to Station 12+00.

It would appear that either there is an excessive amount of stripping material or dirty seam material getting into the aggregate. While the percentage passing the ¼-inch screen is now near the minimum, it would appear that with a rock having an abrasion of 19, the crusher opening can be increased and scalping screens introduced to remove the undesirable fines.

Will you please instruct the resident engineer to have the contractor adjust his quarry and plant operations so that acceptable 2½"-0 aggregate can be produced.

Also, will you please have the resident engineer so mark the samples of improved aggregate submitted for tests that it is clear they represent corrected aggregate.

Forrest Cooper
Construction Engineer

By L. H. Young

L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
JUL 9 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 5 1956
FOR FILING

FORM E-90X—50M—11-55—90825
[illegible]
[illegible]

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3, 1956

SUBJECT: Idaho State Line-Sucker Creek
I. O. N. Highway
Contract No. 4609

To:
Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Reference is made to Laboratory Reports Nos. 393250 and 393251, dated June 29, 1956 showing deviations from the specifications as follows: (1) 7.8 & 6.6 percent deficiency in material retained on the 1¼-inch screen, (2) slight 0.4 percent deficiency in material passing the ¼-inch screen, (3) excess of liquid limit, 7 percent and 4 percent, and plasticity index of 7 percent.

The characteristics of the fines restrict the part passing the No. 40 sieve to not more than 5 percent. It appears that scalping the fines as well as closing the crusher openings is required at this operation to produce suitable material.

Will you please instruct the resident engineer to have the contractor adjust his plant and quarry so that suitable aggregate can be produced.

Also, will you please have the resident engineer so mark the samples of improved materials prodused that it is clear they represent corrected aggregate.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
JUL 3 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 2 - 1956
FOR FILING

S-251(3)

4609

April 30, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 24, 1956 on Contract No. 4609, Idaho State Line-Sucker Creek Section, in Malheur County, in connection with Federal Aid Project No. S-251(3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:ch

RECEIVED
MAY 1 - 1956
FOR FILING

FORM PR 3 (October 1954)
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

S-251(3)

CPRS-2002

State Oregon
County Malheur
Project No. S-251(3)

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 23rd day of Apr., 1956 by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 6th day of January, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 2.147 miles of grading, draining, and 2-lane high type pavement,
(Character of work)

between Oregon-Nevada State Line at McDermitt and the Oregon-Idaho State Line
(Control points)

consisting of 2.147 miles of roadway and no bridges. [redacted]
(Number)

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of fifty-eight thousand and 00/100 dollars ($ 58,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is ninety-three thousand, nine hundred seventy-six and 30/100 dollars ($ 93,976.30).

PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By____________________
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By____________________
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By____________________
Division Engineer, Bureau of Public Roads

—33205

Oregon State Highway Department

Federal Aid Secondary
Project No. S-251(3)

IDAHO STATE LINE-SUCKER CREEK SECTION OF
THE I.O.N. HIGHWAY IN MALHEUR COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code 6201
Roadway (Sta. 11+19.34 to Sta. 124+55)(Contract No. 1609)

All Required	Clearing and Grubbing	$	$ 1,000.00
10 cu. yds.	Drainage Excavation, Classified	5.00	50.00
9,700 cu. yds.	General Excavation, Classified	0.40	3,880.00
32,600 yd. sta.	Short Overhaul	0.02	652.00
600 C-yd.sta.	Long Overhaul	0.50	300.00
2.15 miles	Finishing Roadbed and Slopes	500.00	1,075.00
24 lin. ft.	24-inch Corrugated Metal Pipe	9.00	216.00
24 lin. ft.	18-inch Concrete Pipe	4.50	108.00
18 lin. ft.	24-inch Concrete Pipe	6.50	117.00
9,000 cu. yds.	2½" - 0 Rock in Base	1.90	17,100.00
3,500 cu. yds.	3/4" - 0 Rock in Base	3.00	10,500.00
310 M-gal.	Sprinkling	3.00	930.00
2.15 mile	Preparation of Base	200.00	430.00
270 cu. yds.	3/4" - 0 Rock in Binder Course	4.00	1,080.00
45 tons	MC-2 Asphalt in Binder Course	55.00	2,475.00
5,000 tons	Asphaltic Concrete Mixture	6.00	30,000.00
300 tons	120-150 Asphalt in Mixture	42.00	12,600.00
36 tons	RS-2 Asphalt	55.00	1,980.00
110 cu. yds.	Aggregate in Pavement Seal	4.00	440.00
			$84,933.00
All Required	Flagging (57½% of Contractor's Cost)		500.00
		Subtotal	$85,433.00
		10% Engr. & Cont.	8,543.30
		Total	$93,976.30

Length of Roadway	2.147 Miles
Cost of Roadway Per Mile	$43,770.98

Federal Funds..	$58,000.00
State Funds..	35,976.30
	$93,976.30

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
MAR 7 - 1956
FOR FILING

S-25(3)
4609

March 6, 1956

Mr. C. E. Leseberg
201 Reece St.
Nyssa, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4609, which was awarded to you by the State Highway Commission on January 27, for grading and paving on the Idaho State Line-Sucker Creek Section of the I.O.N. Highway in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 31 1956
FOR FILING

S-95(3)
4609

January 30, 1956

Mr. C. E. Loseberg
201 Reece Avenue
Nyssa, Oregon

Dear Sir:

The State Highway Commission on January 27, 1956 awarded to you State Highway Contract No. 4609 for grading and paving the Idaho State Line-Sucker Creek Section of the I.O.N. Highway north of Jordan Valley in Malheur County.

This award was based on your bid of $84,933 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

RECEIVED
JAN 31 1956
FOR FILING

S-3579
4601

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 25th, 1956

SUBJECT: Idaho Line-Sucker Creek
I.O.N. Highway

To: Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

NOTED
W. C. WILLIAMS

In reply to your letter of January 23rd, 1956 re the base design on the Idaho Line-Sucker Creek Section, I wish to advise that this design was decided on after an inspection of the project by the Deputy State Highway Engineer and myself. You accompanied us on the trip.

This should settle the matter.

Forrest Cooper

Forrest Cooper
Construction Engineer

FC:AR

cc to: W. C. Williams

RECEIVED
JAN 25 1956
OFFICE OF
STATE HIGHWAY ENGINEER

23-1067 Ontario-Nyssa Shoulder Oiling Project on the Old Oregon Trail Highway. 1956
4610

A

W. C. WILLIAMS

23-1067
4610

October 2nd, 1956

FINAL COST ANALYSIS

Ontario-Nyssa Section — Shoulder Oiling — Old Oregon Trail Highway
Contract #4610 — Russell Olson Construction Co., Inc., Contractor — Prefix 23-1067
Clair E. Hall, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-0 Material in Shoulders	1,890	Cu. Yd.	$ 3.65	$ 3.56	$ 6,731.13	$ 6,898.50
Sprinkling	45.6	M/Gal.	4.00	1.61	73.30	182.40
Preparation of Shoulders	10.7	Mile	300.00	163.75	1,752.09	3,210.00
Furnishing & Placing Aggregates	1,255	Cu. Yd.	4.60	4.56	5,721.88	5,773.00
150-200 Asphalt	87.24	Ton	50.00	45.58	3,976.74	4,362.00
RS-1 Asphalt	22.51	"	50.00	46.02	1,035.98	1,125.50
PA #1, Load, Haul & Place State-owned Gravel	45	Cu. Yd.	2.10	1.38	62.29	94.50
Force Account (Flagging)						256.98
					$19,353.41	$21,902.88

Gross Revenue	$21,902.88
Total Cost	19,353.41
Net Profit	$ 2,549.47

Net Profit Equals 11.64% of Gross Revenue

Detail of Cost

Labor:					
Labor & Supervision				$4,154.23	
Labor Insurance				266.28	
Health & Welfare				120.00	$ 4,540.51
Materials:					
150-200 Asphalt	87.24	Ton	at $23.50	$2,050.14	
RS-1 Asphalt	22.51	"	" 29.40	661.79	
Freight on Asphalt				1,720.91	
Aggregates	3,145	Cu. Yd.	" 2.50	7,862.50	12,295.34
Equipment Rental & Misc. Supplies:					
Equipment Rental				$1,470.07	
Gas, Oil & Grease				717.90	
P.L. & P.D. Insurance				51.93	
Bond				117.03	
Small Tools & Misc. Supplies				28.03	
Home Office & General Overhead				132.60	2,517.56
Total Cost					$19, 353.41

Remarks:

This was a "State Project" calling for the construction of 10.7 miles of stone shoulders and 10.7 miles of oil mat wearing surface, Type O-11 modified, on highway shoulders on the Ontario-Nyssa Section of the Old Oregon Trail Highway in Malheur County.

This project was bid and awarded January 27th, 1956. Work started April 18th and was completed July 7th.

The aggregate for this contract was subcontracted to C. E. Leseberg for $2.50 per cu. yd. stockpiled at the plant, which is a private source located west and north of Nyssa.

The prime contractor moved in his oiling equipment, which consisted of one #12 blade, one 3-wheel roller, one power broom, five 5-yard dump trucks, one 3/8-yard shovel, one 1,500-gal. oil distributor and one 3,800-gal. water truck, on June 25th and started grading and placing 3/4"-0 on the shoulder widening; completing this operation, the 1¼"-3/4" oil rock was placed and rolled. The work was then shut down until the following week. The contractor started work at 5:00 A.M. due to the heavy traffic during the day. Two flagmen and one ½-ton pickup were used for flagging during the oiling operation. The contractor completed oiling and cleanup July 7th.

The contractor, having good supervision and equipment, realized a good profit.

M. N. Juve
Chief Cost Analyst

By . . C. E. Layton

23-1067
4610

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 10, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4610	5-Final	Russell Olson Const. Co., Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19495	H-160625	$ 657.57	9/7/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 15, 1956

Time Extensions: None

Completion Date: July 7, 1956

Date Accepted: Aug. 16, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-11-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 11 1956

Ruth Rawlings

NOTED ON [illegible]

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AUG 30 1956
FOR FILING

2.. - 1

4610

August 29, 1956

CERTIFIED MAIL

The Home Indemnity Co.
L. M. Thompson, Manager
520 Lumbermens Bldg.
Portland 4, Oregon

Dear Sir:

State Highway Contract No. 4610 for work performed on the Ontario-Nyssa Section of the Old Oregon Trail Highway in Malheur County was completed by the contractor, Russell Olson Construction Co.,Inc., on July 7 and was formally accepted by the Highway Commission on August 16, 1956.

Final payment in the amount of $657.57 will be released to the contractor on or after September 8, 1956. The total contract amount is $21,902.88, of which amount $256.98 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Penland-Williamson Agency
106 S. E. 1st St.
Pendleton, Oregon

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23-1067

4610

August 10, 1956

CERTIFIED MAIL

The Home Indemnity Company
L. M. Thompson, Manager
520 Lumbermens Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Russell Olsen Construction Co., Inc. on contract No. 4610, for shoulder oiling on the Ontario-Nyssa Section of the Old Oregon Trail in Malheur County. This payment, in the amount of $4,842.67, will be released to the contractor on or after August 20, 1956. The retained percentage is $657.07.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Penland-Williamson Agency
106 S. E. 1st St.
Pendleton, Oregon

NOTED ON CARD
gl

Form E-1—10M—1-36

23-1067
4610

O[illegible]GON STATE HIGHWAY DEPARTM[illegible]T

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 13, 1956

Section Ontario - Nyssa

Kind of work Shoulder Oiling

Highway Old Oregon Trail

Section prefix 23-1067

Contractor Russell Olson Const. Co., Inc.

Contract number 4610

Date of contract January 27, 1956

Date of completion July 15, 1956

Date work started April 18, 1956

Estimated date of completion July 9, 1956

Project authorization $ 26,332.88

Exclusive of Engineering $ 24,460.32

Per cent of time elapsed 99 %

Estimated cost of completed project, exclusive of engineering $ 24,460.32

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1,872.52

Engineering cost to date $ 1,795.00, 96 %

Date project was completed July 9, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Saturday, July 7, Blade & Roller brooming and rolling shoulders Oil Mat. Rolling shoulders for completion of job.

Most equiptment moved out Friday night.

Monday, - Final cleanup and completion of job.

Last Weekly Report

Clayton Ansell inspecting.

NOTED
L. H. Young

NOTED
FORREST COOPER

NOTED
R. D. ASBURRY

Signed

Address Vale, Oregon

NOTED
V. D. W[illegible]E

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 32073

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		10.70		10.70	
Miles partially completed					
Miles completed		10.70		10.70	
Total estimated quantities (contract)		3310		130	
Total quantities corrected to date		3195		109.71	
Estimated quantities moved or placed to date		3195		109.71	
Average daily quantities		20		7	
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		3			

Men	
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	2

Equipment used during week: Shovels ...., Power graders ...1..., Rollers ..1...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday	Fair		

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4610

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
May 8, 1956

SUBJECT: Ontario-Nyssa
Old Oregon Trail
Contract No. 4610

To: Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

Reference is made to Laboratory Reports 387916 and 388059, dated May 1, 1956, showing 4½ to 6 percent excess of material retained on the 3/8-inch screen for the 3/4"-0 crushed gravel being produced. As this represents the start of a shoulder and 0-11 oil mat construction project, it is important that the gradation be complied with.

Will you please instruct the resident engineer to have the contractor change his plant and pit operations so as to meet the required gradation.

Also, will you please instruct the resident engineer to so mark the samples of corrected material submitted to the laboratory for tests that it is clear they represent improved materials.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams ✓
Ray Webber

RECEIVED
MAY 8 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 7 - 1956
FOR FILING

23-1367
4610

March 6, 1956

Russell Olson Construction Co.,Inc.
144 S. E. First St.
Pendleton, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4610, which was awarded to you by the State Highway Commission on January 27, for shoulder oiling on the Ontario-Nyssa Section of the Old Oregon Trail in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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FOR FILING

23-1067
4610

January 30, 1956

Russell Olsen Construction Co., Inc.
P. O. Box 272
Pendleton, Oregon

Gentlemen:

The State Highway Commission on January 27, 1956 awarded to you State Highway Contract No. 4610 for Ontario-Nyssa Shoulder Oiling Project on the Old Oregon Trail Highway in Malheur County.

This award was based on your bid of $23,407 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

25-4207 Messner O'Xing Reconstruction 1956
over U. P. R.R. tracks on the
#4611 Upper Columbia River Hwy.

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C" 472

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
November 9, 1956

SUBJECT: Pux 151-Messner Overcrossing
Reconstruction-OWRR & N Co.
Columbia River Highway
Morrow County

To: Mr. E. P. Saling
Right of Way Office Manager
Office

Herewith I hand you fully executed copy of agreement with Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, State of Oregon, by and through its State Highway Commission, and Morrow County. Copies of this agreement have been distributed in the Department and it is requested that after making the records which you desire the executed copy be forwarded to Mr. Glaisyer for his files.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. H. B. Glaisyer

RECEIVED
NOV 13 1956
FOR FILING

25-4207

4611

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
November 9, 1956

SUBJECT: Pux 151-Messner Overcrossing
Reconstruction-OWRR & N Co.
Columbia River Highway
Morrow County

To: Mr. Forrest Cooper ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson (6)
Mr. I. A. DeFrance (2)
Mr. A. F. Parson

Herewith I hand you copy of easement and construction agreement covering the above titled project.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

Pux 1[illegible] Messner O-Xing
Columbia River Highway
Morrow County

THIS AGREEMENT made and entered into this first day of February, 1956, by and between OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, an Oregon corporation, and its lessee UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter collectively called "Railroads"), parties of the first part; the STATE OF OREGON, by and through its State Highway Commission (hereinafter called "State"), party of the second part; and the COUNTY of MORROW, a county of the State of Oregon (hereinafter called "County"), party of the third part,

WITNESSETH:

RECITALS:

1. Columbia River State Highway, also known as U.S. Highway No. 730 (hereinafter called "highway"), now crosses the Railroads' main line at Messner in Morrow County, Oregon, by means of an overpass. Said existing crossing is identified in the records of the Public Utilities Commissioner of Oregon as No. 2A-166.9-A; was authorized by Public Service Commission of Oregon Order No. 612 dated July 2, 1920; and is the subject matter of an agreement dated November 17, 1919, between the Director General of Railroads, Oregon-Washington Railroad & Navigation Company, the State and the County.

2. The State intends to improve said crossing and overpass in the manner hereinafter provided, in order to facilitate vehicular traffic on said highway. In conformity with Oregon law the State has applied to the Public Utilities Commissioner of Oregon for authority to alter and reconstruct said crossing and overpass, and said Commissioner has granted such authority by his Order No. 34256 dated December 29, 1955, as amended by his supplemental Order No. 34301 dated January 23, 1956.

3. This agreement is made pursuant to § 366.335 ORS for the purpose of granting to the State an easement for said highway and crossing, terminating said agreement dated November 17, 1919, and providing for the construction and maintenance of said crossing, and related matters.

NOW, THEREFORE, it is agreed by and between the parties as follows:

Section 1. EASEMENT GRANTED.

(a) So far as they lawfully may do so, the Railroads hereby grant to the State, subject to each and all of the terms, provisions, conditions, covenants, reservations and exceptions contained in this agreement, an easement to construct or reconstruct and thereafter maintain, repair, renew and use said highway (including overpass therefor) across the Railroads' property and main line at Messner in Morrow County, Oregon, in the location described as follows:

> A strip of land 60 feet wide situate in the SE¼ of SW¼ of Section 2, Township 4 North, Range 25 East of the Willamette Meridian in Morrow County, Oregon, being all that part of the 200-foot right of way of the Oregon-Washington Railroad & Navigation Company that lies between lines parallel with and 30 feet distant, measured at right angles, on each side of the center line of U.S. Highway No. 730, which center line forms an angle of 75° 32' from southeast to northeast with a straight line drawn tangent to the center line of the main track of said Railroad Company as now constructed and operated at Railroad Survey Station 1158 + 42.3 which is a point thereon that lies N. 35° 34' W. 438.8 feet from the south quarter-corner of said Section 2.

The property hereinbefore described is represented by outline of yellow color on map dated January 30, 1956, marked "Exhibit A", attached to this agreement and by this reference made a part hereof. Said highway shall cross the Railroads' main line over and above the grade thereof, upon and by means of said overpass, altered and reconstructed by the State as hereinafter provided and in accordance with plans and specifications hereinafter identified.

(b) The above-described premises shall be used by the State solely for the purposes aforesaid and not otherwise, and if at any time the property of the Railroads hereinbefore in this section described, or any part thereof, shall permanently cease to be used for the purposes aforesaid or shall be used for purposes unauthorized hereby, then the easement hereby granted as to such property or parts thereof shall cease and terminate.

(c) The State shall not use or permit use of said property of the Railroads or any part thereof, except for usual and ordinary purposes of a public highway. Such purposes shall not be deemed to include use of the property (except by the Railroads or their licensees) for railroad purposes or for the construction or maintenance of gas, oil or gasoline pipe lines. Any lines constructed on railroad property by or under authority of the State, for the purpose of conveying electric power, shall be constructed in accordance with specifications and requirements of the Railroads and in such manner as not to have any adverse effect on railroad telephone, telegraph, control or signal system lines or other facilities.

(d) The Railroads by this instrument neither grant nor intend to grant any greater estate or right than that hereinbefore expressly described, to wit, an easement for the purposes aforesaid. The easement hereby granted includes only the property described in this section and no other property of the Railroads whatsoever, and the State shall not encroach upon, occupy or use any other property of the Railroads than that hereinbefore described.

(e) The rights hereby granted shall be and are subject to all outstanding superior rights, whether public or private, and any extensions and renewals thereof.

(f) The Railroads reserve the right to use the property hereinbefore described for any and all purposes not inconsistent with the easement hereby granted, and particularly reserve the right, subject to said easement, to construct additional track, tracks or facilities upon, along and across the area described at any time and from time to time as and when the Railroads determine so to do, in such manner, however, as not to damage or impair highway facilities.

(g) The State, without expense to the Railroads, shall acquire all such property outside the Railroads' right of way as may be necessary for the construction and maintenance of the highway and its appurtenances.

(h) The State shall and will assume, bear and pay all taxes and assessments of whatsoever kind or nature, whether general, local or special, hereafter during the term of this agreement levied or assessed upon or against the property described in Section 1(a) of this agreement, excepting taxes levied upon and against said property as a component part of the Railroads' operating property in the State of Oregon as a whole.

Section 2. CONSTRUCTION WORK.

(a) The State, at its own expense, shall and will alter and reconstruct the grade separation structure (including approaches) now located at the crossing of said highway with the Railroads' main line as above described, furnishing all labor, material and equipment necessary therefor except the labor, material and equipment to be furnished by the Railroads at the expense of the State as herein elsewhere provided. Said work shall be performed and completed in accordance with plans and specifications prepared, or to be prepared, by the State and approved by the Railroads and hereby referred to and made a part hereof; also in accordance with said Orders Nos. 34256 and 34301 of the Public Utilities Commissioner of Oregon. Said work shall be completed in a substantial and permanent manner and in such condition as not to interfere with or endanger property or operations of the Railroads or of others lawfully using their property or facilities. All falsework and other materials or structures of temporary character shall be removed from the Railroads' property by the State upon completion of the project, and said property shall be left in condition satisfactory to the Railroads.

(b) All work of the State shall be performed and completed with reasonable diligence and in any event within two (2) years from the date of this agreement. No part of said work shall be suspended, discontinued or unduly delayed without the Railroads' written consent and subject to such reasonable conditions as the Railroads may specify. It is understood that the Railroads' tracks at and in the vicinity of the project will be in constant or frequent use during progress of the work, and that movement or stoppage of trains, engines or cars may cause delays to the State and its contractors. The State hereby assumes the risk of any and all such delays and will require its contractors to do likewise, and the State and its contractors shall and do release and agree to hold harmless the Railroads from and against any and all loss and damage resulting from such delays.

(c) It is understood and recognized that during the progress of the State's work, interruption and delay of train movements shall be avoided or minimized. Should any part of the work necessitate temporary interruption of train movements, the Railroads may designate the period of time during which said part of the work shall be prosecuted, and the State and its contractors shall comply. The State will require its contractors to have available at the work site sufficient and proper equipment to meet any emergency that may arise during construction. The Railroads, at the expense of the State, shall have the right to bring to and station at the work site such labor, material and equipment as the Railroads deem necessary to restore their tracks to service. The State and its contractors will cooperate with the Railroads and will at all times coordinate their work with that of the Railroads in order that train delays may be avoided or minimized.

(d) The Railroads may make any and all changes, alterations or relocations, either temporary or permanent, which in their judgment may be or become necessary because of the project, and the State will reimburse the Railroads for the expense of so doing and for any expense incurred as provided in paragraph (c) of this section. Such reimbursement shall include any and all expense which would be reimbursable (if this were a Federal-aid project) under United States Bureau of Public Roads Memorandum 30-3 dated August 15, 1955, and any amendments thereof and supplements thereto, and bills for such reimbursement shall be paid in the manner and at the time provided therein. The work to be done by the Railroads (subject to reimbursement by the State) in connection with and as a part of the project, shall include the following:

(1) Furnish labor and material for making temporary and permanent rearrangement of communication and signal lines.

(2) Furnish such engineering, inspection, watchman and flagman service as in the opinion of the Railroads may be necessary to protect their property and operations.

A detailed and itemized estimate of the cost of the work described in items (1) and (2) of this paragraph, is attached hereto, marked "Exhibit B" and by this reference made a part of this agreement. Said work shall be performed at the expense of the State, and the Railroads shall be reimbursed for all expenditures by them as provided in this paragraph.

(e) The State's responsibility for safe conduct and adequate policing and supervision of the project shall not be lessened or otherwise affected by the Railroads' approval of plans or specifications or by the Railroads' collaboration in performance of any work or by the presence at the work site of railroad representatives or by compliance by the State or its contractors with any requests or recommendations made by such representatives. If a railroad inspector is assigned to the project, the State and its contractors will give due consideration to suggestions and recommendations made by such inspector for safety and protection of railroad property and operations.

Section 3. MAINTENANCE. Upon completion of the project the State, at its own expense, shall maintain the highway, overpass and approaches, and all appurtenances, including drainage facilities, and the Railroads, at their own expense, shall maintain their railroad tracks, facilities and appurtenances.

Section 4. SAFETY MEASURES. All work of the State contemplated by this agreement (whether within or outside of railroad property) shall be performed and accomplished without interruption to or delay of operations of the Railroads or of others lawfully occupying or using their property or facilities, and without interruption to or delay of continuous railroad traffic (except as otherwise provided in Section 2). It is understood and recognized that safety and continuity of railroad operations and communications are of utmost importance, and in order that same may be adequately safeguarded, protected and assured and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the State (whether within or outside of railroad property) that:

(a) Neither the State nor its contractors or subcontractors shall do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroads' tracks or facilities or any communication lines or appurtenances of any thereof.

(b) The State, at its own expense, shall adequately police and supervise all work to be performed by it or its contractors or subcontractors; shall regulate the conduct thereof in such manner that the prosecution thereof will not endanger, interfere with, hinder or delay operations of the Railroads or of others lawfully using or occupying railroad property or facilities, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroads or such others may be responsible, or to property of the Railroads or such others.

(c) If at any time the Chief Engineer of Oregon State Highway Commission and the Chief Engineer of the Railroads or their respective representatives shall be of the opinion that any work contemplated by this agreement is being or is about to be done or prosecuted without due regard and precaution for safety and security, the State shall cause such work to be suspended until suitable, adequate and proper protective measures are adopted and provided.

(d) The State shall not suffer or permit debris incidental to the project or to the construction, maintenance, repair or renewal of highway facilities or appurtenances to foul the drainage ditches or ballast or roadbed of the Railroads, and, if such debris is cast thereon, the State shall immediately remove same at its own expense.

(e) The State, its contractors or subcontractors, shall not place or discharge explosives upon railroad property or in such close proximity thereto as to cause injury or damage to facilities or operations thereon. If the State or its contractors or subcontractors use any explosives in the vicinity of railroad property or operations, the said explosives shall be discharged only after the giving of adequate notice to the Railroads and at such times as will not endanger railroad property and operations. Without limiting the foregoing, it is agreed that the State, its contractors or subcontractors, shall not discharge any explosives in the vicinity of the railroad tracks at any time when in the judgment of the Railroads such discharge would be dangerous or would interfere with railroad operations; and with respect to any blasting in the vicinity of the railroad tracks the State, at its own expense, shall take all measures and precautions necessary to guard and protect railroad and communication facilities against danger of damage, destruction or interference.

(f) The State shall not place any combustible material upon or about the premises of the Railroads, nor erect any structure thereon (except as herein otherwise provided), nor cause or permit the view along the tracks of the Railroads to be obstructed, nor obstruct or interfere with the drainage ditches of the Railroads.

(g) If the State, its contractors or subcontractors, shall find it necessary to excavate from existing slopes adjacent to the tracks of the Railroads or to create new slopes in the performance of any work contemplated hereby, the State, its contractors or subcontractors, shall so excavate from existing slopes and construct new slopes that the pitch of same shall not be excessive, nor create undue hazards of slides or falling rock, nor impair or endanger the clearance between said existing or new slopes and the tracks of the Railroads.

(h) The State, at its own expense, shall provide suitable facilities for draining said highway and appurtenances, and shall not suffer or permit drainage water from the same to flow or collect upon property of the Railroads. The State, at its own expense, shall and will provide adequate passageway for the waters of any stream upon or across the property of the Railroads, so that said waters may not be impeded or obstructed or caused to back up and overflow the property of the Railroads or any part thereof.

(i) Before commencing work of construction or maintenance on the highway or appurtenances thereof, the State or those acting under its authority shall give reasonable notice of the time when such work shall commence, to the Superintendent of the Railroads, and shall cooperate with the Railroads in every reasonable way for the adequate protection of the railroad facilities and operations during the progress of the work.

(j) The State shall not do or cause to be done in the performance of any work contemplated hereby, anything which will or may disturb the stability of any area so as to affect adversely the tracks or facilities of the Railroads, and if such stability shall be disturbed through the activity of the State or its contractors or others acting under its authority, the State shall assume full responsibility therefor and all expense resulting therefrom, and shall indemnify and hold harmless the Railroads and any other corporation, person or firm lawfully occupying their property, from and against any and all loss, cost, damage, expense and liability resulting therefrom.

Section 5. INJURY AND DAMAGE.

(a) In so far as it lawfully may do so, the State will reimburse the Railroads as part of the expense of the work contemplated by this agreement, for any expense incurred by the Railroads because of: (1) injury to or death of their officers, agents, employees, passengers or others, or (2) damage to or destruction of their property or property in their custody or other property, caused by any act or omission of the State or of its contractors, subcontractors, agents or employees, in the performance of any work contemplated by this agreement.

(b) If the State or its contractors, subcontractors, agents or employees, shall in the performance of any work contemplated by this agreement, injure, damage or destroy any property of the Railroads or of any other corporation, person or firm lawfully occupying property of the Railroads, the State shall restore or replace such damage at its own cost and expense.

Section 6. INSURANCE.

(a) Before work is commenced on the project, the State without expense to the Railroads shall furnish and deliver to the Railroads, or shall require each of its contractors to furnish and deliver to the Railroads, a public liability and property damage insurance policy or policies in favor of the Railroads; and the State without expense to the Railroads, at all times during the progress of and until final completion of the project, shall keep and maintain, or cause its contractors to keep and maintain, such policy or policies in full force and effect.

(b) Said public liability insurance shall provide for a limit of not less than Two Hundred Thousand Dollars ($200,000) for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total limit of Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of more than one person in any one occurrence. Said property damage insurance shall provide for a limit of not less than Two Hundred Thousand Dollars ($200,000) for all damages arising out of injury to or destruction of property in any one occurrence, and, subject to that limit, a total (or aggregate) limit of Five Hundred Thousand Dollars ($500,000) for all damages arising out of injury to or destruction of property during the period of work.

(c) The terms "person" or "persons" as herein used shall include employees and passengers of the Railroads as well as other persons, and the term "property" as herein used shall include as well as other property, property owned by and property in the care, custody or control of the Railroads.

(d) Each such insurance policy shall be issued by a reliable insurer authorized to do business in the State of Oregon and satisfactory to the Railroads, and each such policy shall be in form and substance satisfactory to the Railroads. Said policy or policies shall be delivered to and remain in the possession of the Railroads.

(e) With respect to the work to be performed by the Railroads as herein provided, the Railroads shall have the right to obtain insurance, for the expense of which the Railroads shall be reimbursed by the State to the extent permitted by Memorandum No. 30-3 of the United States Bureau of Public Roads dated August 15, 1955, and any amendments thereof and supplements thereto.

Section 7. BENEFIT. It is hereby agreed that the project contemplated by this agreement constitutes reconstruction of an existing railroad-highway grade separation structure at substantially the same location; that no present crossing of the Railroads' tracks will be eliminated thereby, and that the Railroads will receive no benefit therefrom and shall not be required to pay or contribute any part of the cost thereof.

Section 8. TERMINATION OF FORMER EASEMENT AGREEMENT. That certain agreement dated November 17, 1919, between Director General of Railroads, Oregon-Washington Railroad & Navigation Company, the State and the County, granting easement for crossing of the Railroads' main line right of way by said highway at approximately the same location as that hereinbefore in this agreement described, and any and all agreements amendatory thereof and supplemental thereto, shall be and hereby are mutually terminated as of the date of this present agreement, and all rights granted by said former agreement hereby are relinquished by the State and the County; provided that nothing herein shall release the State or County from any obligations which may have attached, arisen or accrued under said former agreement or agreements, prior to such termination. The County joins in execution of this present agreement solely for the purpose of terminating said former agreement and of relinquishing the rights granted thereby.

Section 9. DEFAULT. If the State shall fail, refuse or neglect to do, keep, observe and perform each and all of the terms, provisions, conditions and covenants of this agreement, the Railroads in addition to any other rights and remedies they may have, may perform any work which in the judgment of the Railroads is necessary to place said highway and appurtenances in such condition as will not menace, endanger or interfere with railroad facilities or operations or jeopardize railroad passengers or employees; and the State will reimburse the Railroads for the expense thereof.

Section 10. NO PERSONAL LIABILITY. Nothing contained in this agreement shall ever be held to impose any personal financial responsibility upon any member of the Oregon State Highway Commission, or their officers, agents or employees.

Section 11. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Section 7. BENEFIT. It is hereby agreed that the project contemplated by this agreement constitutes reconstruction of an existing railroad-highway grade separation structure at substantially the same location; that no present crossing of the Railroads' tracks will be eliminated thereby, and that the Railroads will receive no benefit therefrom and shall not be required to pay or contribute any part of the cost thereof.

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Section 10. NO PERSONAL LIABILITY. Nothing contained in this agreement shall ever be held to impose any personal financial responsibility upon any member of the Oregon State Highway Commission, or their officers, agents or employees.

Section 11. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein stated.

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY,
UNION PACIFIC RAILROAD COMPANY

Attest:

F. D. COPE (SEAL)
Assistant Secretary

By P. J. LYNCH (SEAL)
President

APPROVED:

W. C. WILLIAMS
Deputy State Highway
Engineer

STATE OF OREGON, by and through
its State Highway Commission

By BEN R. CHANDLER
As Chairman

APPROVED AS TO FORM:

C. W. ENFIELD
Chief Counsel

By CHAS. H. REYNOLDS (SEAL)
As Commissioner

J. W. DeSOUZA
Assistant Counsel

By M. K. McIVER
As Commissioner

ATTEST:

H. B. GLAISYER
Secretary

COUNTY OF MORROW

By GARNET BARRATT
County Judge

RALPH I. THOMPSON
Commissioner

RUSSELL K. MILLER
Commissioner

As County Court of Morrow
County, Oregon

Attest:

BRUCE M. LINDSAY
County Clerk

(SEAL)

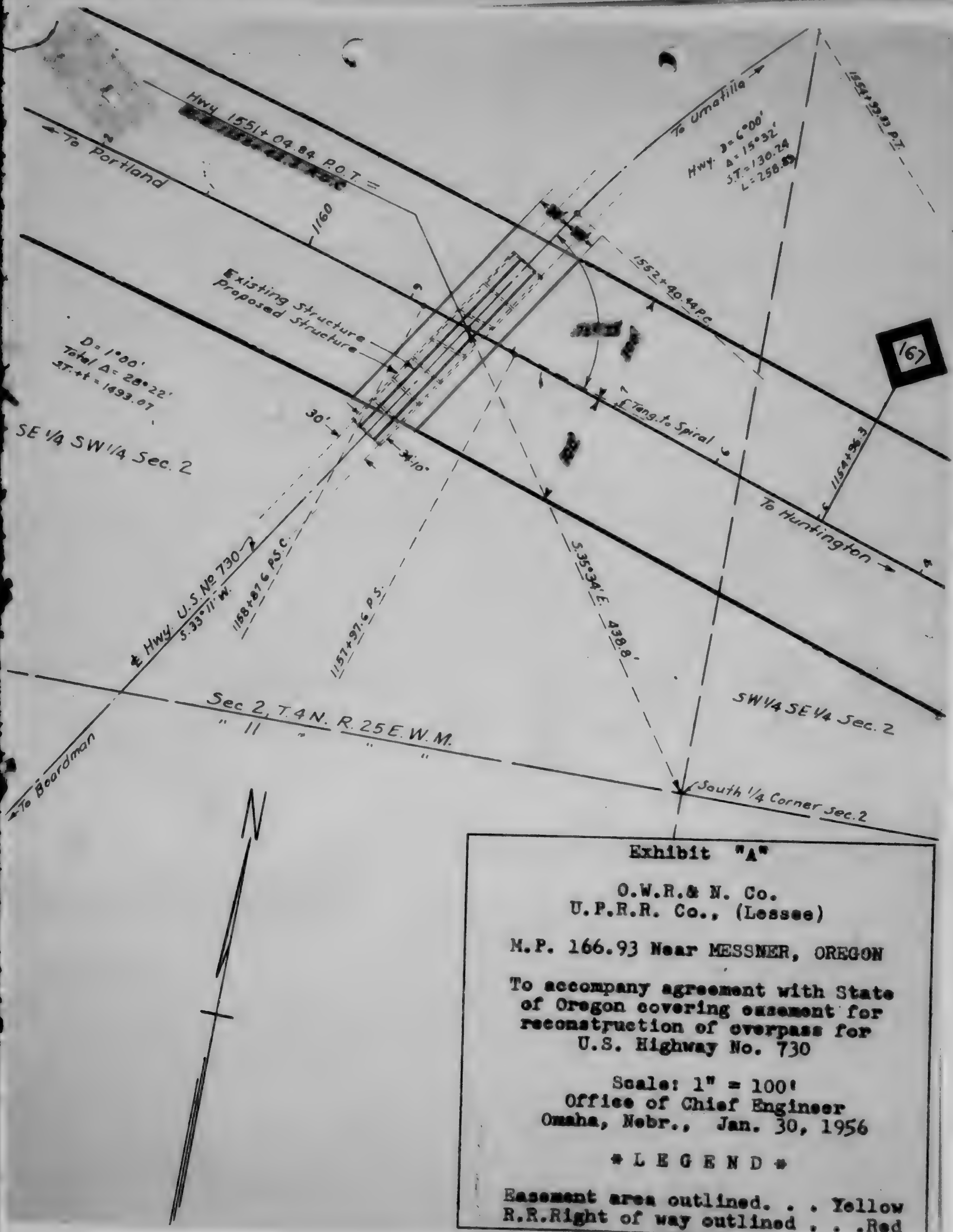
STATE OF NEBRASKA)
) ss.
County of Douglas)

On the 5th day of September 1956, personally appeared P. J. LYNCH who, being duly sworn, did say that he is ~~the~~ Vice President of OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY and UNION PACIFIC RAILROAD COMPANY and that the seals affixed to the foregoing instrument are the corporate seals of said corporations and that said instrument was signed and sealed in behalf of said corporations by authority of the Executive Committees of their Boards of Directors; and he acknowledged said instrument to be their voluntary act and deed. Before me:

JOHN W. HALLER
Notary Public for/Nebraska
Douglas County

My commission expires August 31, 1957

(SEAL)



Hwy 1551+04.84 P.O.T.
To Portland
1160
To Umatilla
Hwy. D=6°00'
Δ=15°32'
S.T.=130.24
L=258.83
1554+99.83 P.T.
1552+90.94 P.C.
Existing Structure
Proposed Structure
D=1°00'
Total Δ=28°22'
ST.+t=1493.07
30'
10'
SE 1/4 SW 1/4 Sec. 2
℄ Tang. to Spiral
167
1154+96.3
To Huntington
℄ Hwy. U.S. No 730
S.33°11'W.
1158+87.6 P.S.C.
1157+97.6 P.S.
S.35°34'E. 438.8'
SW 1/4 SE 1/4 Sec. 2
Sec 2, T.4N. R.25E.W.M.
" 11 " " "
To Boardman
South 1/4 Corner Sec. 2
N

Exhibit "A"

O.W.R.& N. Co.
U.P.R.R. Co., (Lessee)

M.P. 166.93 Near MESSNER, OREGON

To accompany agreement with State of Oregon covering easement for reconstruction of overpass for U.S. Highway No. 730

Scale: 1" = 100'
Office of Chief Engineer
Omaha, Nebr., Jan. 30, 1956

* L E G E N D *

Easement area outlined. . . Yellow
R.R.Right of way outlined . . .Red

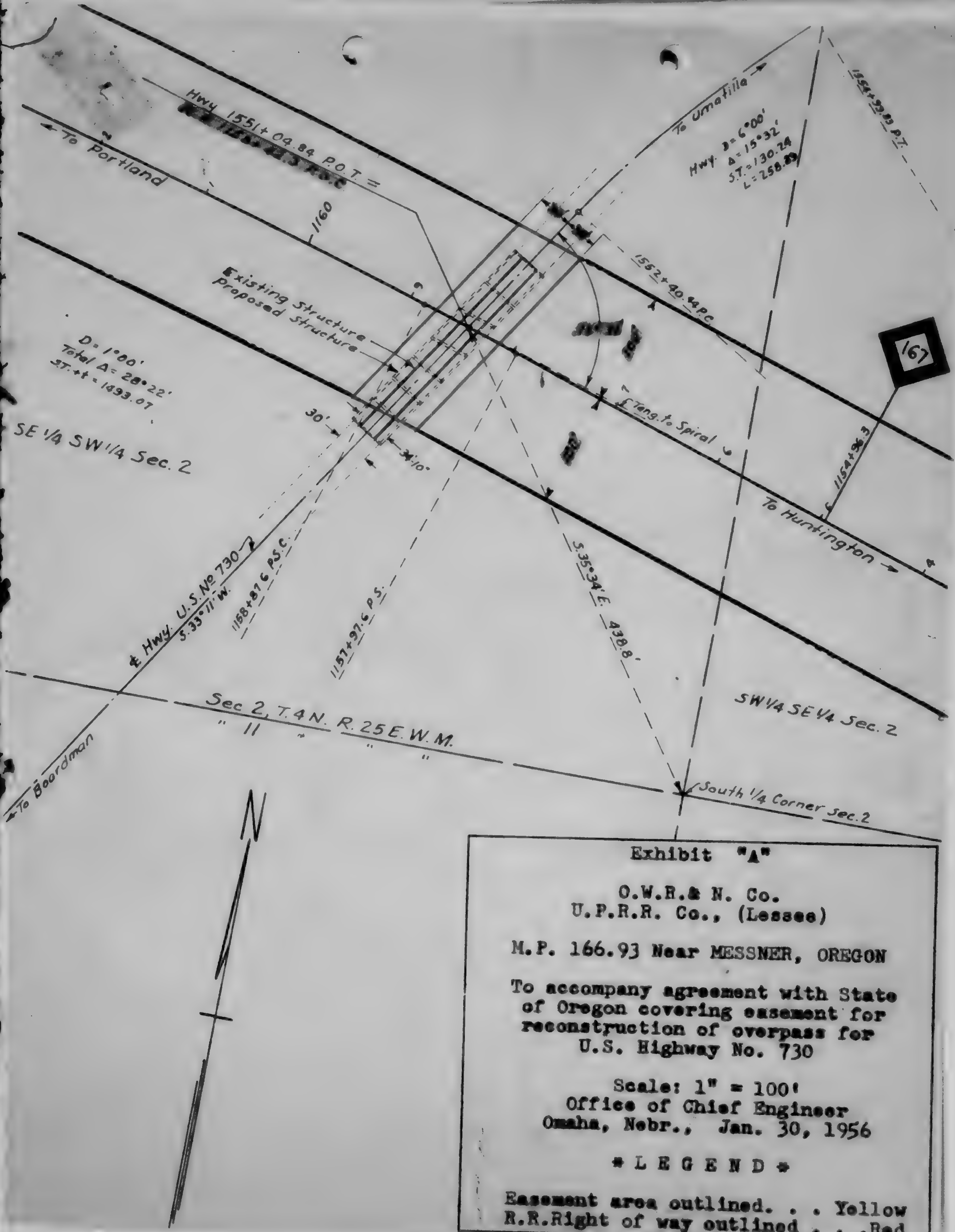

Hwy 1551+04.84 P.O.T. = [redacted]
← To Portland
1160
Existing Structure
Proposed Structure
D = 1°00'
Total Δ = 28°22'
ST.+t = 1493.07
SE 1/4 SW 1/4 Sec. 2
30'
34'10"
To Umatilla →
Hwy. D = 6°00'
Δ = 15°32'
S.T. = 130.24
L = 258.89
1554+99.83 P.T.
[redacted]
1552+40.44 P.C.
[redacted]
℄ Tang. to Spiral
167
1154+96.3
To Huntington →
℄ Hwy. U.S. No 730
S.33°11'W.
1158+87.6 P.S.C.
1157+97.6 P.S.
S.35°34'E. 438.8'
SW 1/4 SE 1/4 Sec. 2
Sec 2, T.4N. R.25E.W.M.
" 11 " " "
← To Boardman
South 1/4 Corner Sec. 2
N

Exhibit "A"

O.W.R.& N. Co.
U.P.R.R. Co., (Lessee)

M.P. 166.93 Near MESSNER, OREGON

To accompany agreement with State
of Oregon covering easement for
reconstruction of overpass for
U.S. Highway No. 730

Scale: 1" = 100'
Office of Chief Engineer
Omaha, Nebr., Jan. 30, 1956

* L E G E N D *

Easement area outlined. . . Yellow
R.R.Right of way outlined . . .Red

EXHIBIT "B"

Estimated Cost of Work to be Performed by Union Pacific Railroad Company at the Expense of the State of Oregon, in Connection with the Modification of the Messner Overcrossing:

1.	Furnish labor and material for making temporary and permanent rearrangement of communication and signal lines.	$ 2,596.
2.	Furnish such engineering, inspection, watchman and flagman service as in the opinion of the Railroads is necessary to protect their operations.	6,074.
	Total Estimated Cost	$8,670.

FORM 530-R-12½M—8-55—88209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
November 9, 1956

SUBJECT: Pux 157 & R-25758
Grade Crossing-S.P. Co. at Newberg
Hillsboro-Silverton Highway No. 140
Yamhill County

To: Mr. Forrest Cooper
Mr. G. S. Paxson ✓
Mr. P. M. Stephenson (6)
Mr. Tom Edwards (2)
Mr. I. A. DeFrance (2)
Mr. A. G. Skelton (2)
Mr. H. B. Simpson

Herewith I hand you copy of agreement with Southern Pacific Company relative to grade crossing on the Hillsboro-Silverton Highway at Newberg in Yamhill County.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

THIS INDENTURE, made this 31st day of August, 1956, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad," and STATE OF OREGON, acting by and through its State Highway Commission, herein called "Grantee."

WITNESSETH:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the following described real property:

A piece or parcel of land situate, lying and being in the Southeast Quarter of Section 18, Township 3 South, Range 2 West, Willamette Meridian, in the City of Newberg, County of Yamhill, State of Oregon, more particularly described as follows:

> COMMENCING at the point of intersection of the easterly prolongation of the south line of East Vermillion Street as shown on the duly recorded plat of Newberg, with the relocated center line of the Hillsboro-Silverton Highway No. 140; thence North 0°35'20" East along said center line, 0.03 feet to a point; thence northerly continuing along said center line on a curve to the left, having a radius of 572.96 feet (tangent to said curve at last mentioned point is last described course and chord of said curve bears North 9°07'10" West 193.24 feet) an arc distance of 194.17 feet to a point in the original located center line of main track of the Southern Pacific Company (Newberg Branch) at Railroad Engineer Station 1353+45.0, being also at Highway Engineer Station "L" 517+37.5; thence continuing northerly along said center line of Highway on a curve to the left, having a radius of 572.96 feet, an arc distance of 29.72 feet to a point in the northwesterly line of the land (70 feet wide) of the Southern Pacific Company, distant 30 feet northwesterly, measured at right angles, from said center line of main track; thence North 57°14'20" East along last said northwesterly line, 30.51 feet to a point in a line concentric with and distant 30 feet northeasterly, measured radially, from said center line of highway and the actual point of beginning of the parcel of land to be described; thence Southeasterly, along last said concentric line, on a curve to the right having a radius of 602.96 feet (tangent to said curve at last mentioned point bears South 22°26'46" East and chord of said curve bears South 19°01'13" East 72.06 feet) an arc distance of 72.10 feet to a point in the southeasterly line of said land of the Southern Pacific Company, distant 40 feet southeasterly, measured at right angles, from said center line of main track; thence South 57°14'20" West along last said southeasterly line, 63.13 feet to a point in a line concentric with and distant 30 feet southwesterly, measured radially, from said center line of highway; thence northwesterly, along last said concentric line, on a curve to the left, having a radius of 542.96 feet (tangent to said curve at last mentioned point bears North 13°37'40"

West and chord of said curve bears North 17°27'35" West 72.57 feet) an arc distance of 72.63 feet to a point in said northwesterly line of the land of the Southern Pacific Company; thence North 57°14'20" East along last said northwesterly line, 61.09 feet to the actual point of beginning, containing an area of 4341 square feet, more or less.

The above described parcel of land is shown tinted yellow on the print of Railroad's Portland Division Drawing P-14982-A, revised June 13, 1956, hereto attached and made a part hereof.

Railroad, at its expense, shall prepare its tracks to receive paving and shall install guard rails along the rails of its tracks located along said highway.

Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install two (2) flashing light grade crossing signals together with actuating and operating circuits and adequate instrument housing. The location of said signals shall be approximately as shown in red on said print. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards and in compliance with Standard No. 2 of the Oregon Public Utilities Commissioner's Order No. 4057, General Order No. 1.

Grantee agrees to reimburse Railroad promptly upon receipt of bills therefore for ninety (90) per cent of the cost incurred by Railroad in connection with the installation of said flashing light signals.

After the said signals have been placed in service, Railroad, at its expense shall maintain the same so long as they shall remain in place, and shall maintain its tracks, rails and other facilities.

Grantee agrees to take all necessary steps to vacate and close to public use the existing highway crossing (Crossing No. P-748.9) shown tinted red on said print. Grantee at its expense shall remove said crossing and erect suitable barricades.

Grantee hereby quitclaims unto Southern Pacific Company, a corporation of the State of Delaware, all of the right, title and interest of Grantee in and to that certain parcel of land situate, lying and being in the City of Newberg, County of Yamhill, State of Oregon and more particularly described as follows:

BEGINNING at the most westerly corner of Block 4 in Deskins 3rd Addition to Newberg, Oregon, as said addition is recorded in Book 1, Page 113 of the Plat Records of Yamhill County, Oregon; Thence North 56°39' East on the north line of said Block and the Oregon and California Railroad Company's southerly right of way line 7.5 ft. to a point which is the actual point of beginning of the following description: thence North 33°21' West 60.0 feet to a point in Oregon and California Railroad Company's northerly right of way line; thence South 56°39' West on said right of way line 60.0 feet; thence South 33°21' East 60.0 feet to a point in Oregon and California Railroad Company's southerly right of way line; thence North 56°39' East 60.0 feet to the point of beginning, containing 0.0826 acres more or less, all in Sec. 18, T. 2 S., R. 2 W., W.M. in the City of Newberg, in Yamhill County, Oregon.

2. This grant is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all the property described herein in the performance of its duty as a common carrier and for that purpose there is reserved unto Railroad, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipe line facilities and appurtenances in, upon, over, under, across or along said property.

3. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property and the word GRANT as used herein shall not be construed as a covenant against the existence of any thereof.

4. The rights herein granted to Grantee shall elapse and become void if the construction or reconstruction of said highway upon said property is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or the power to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, subject however, to any applicable legislative enactments concerning the same.

6. Grantee shall obtain any necessary authority and permission required to construct, reconstruct, maintain and use said highway upon said property from the governmental body or bodies having jurisdiction thereover.

7. Except as herein otherwise provided, Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said highway upon said property. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, State shall maintain the highway including the area between the tracks of railroad.

8. Grantee agrees to reimburse Railroad for any and all assessments which may be levied by order of any authorized lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred in connection with the construction or reconstruction of said highway upon said property commenced within one (1) year from the date first herein written.

9. Should grantee, its successors or assigns, at any time abandon the use of said property or any part thereof, or fail at any time to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad, its successors or assigns, shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of the said property, or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written. (In duplicate)

Approved:

G. S. PAXSON
Ass't. State Highway Engineer

Approved as to form:

Chief Counsel

J. W. DeSOUZA
Assistant Counsel

Attest:

H. B. GLAISYER
Secretary

SOUTHERN PACIFIC COMPANY,

By J. W. CORBETT
Vice President (SEAL)

Attest T. F. RYAN
Assistant Secretary

STATE OF OREGON, acting by and through its State Highway Commission,

By
As Chairman

CHAS. H. REYNOLDS
As Commissioner

M. K. McIVER
As Commissioner

STATE OF CALIFORNIA,)
) ss.
City and County of San Francisco)

On this 11th day of October in the year One Thousand Nine Hundred and Fifty Six before me, MILO J. PUIZINA, 65 Market St., a Notary Public in and for the City and County of San Francisco, State of California, personally appeared J. W. Corbett and T. F. Ryan, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL)
Corporation

MILO J. PUIZINA
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires July 28, 1959.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written. (In duplicate)

Approved:	SOUTHERN PACIFIC COMPANY,
G. S. PAXSON Ass't. State Highway Engineer	By J. W. CORBETT Vice President (SEAL)
Approved as to form:	Attest T. F. RYAN Assistant Secretary
Chief Counsel	STATE OF OREGON, acting by and through its State Highway Commission,
J. W. DeSOUZA Assistant Counsel	By As Chairman
Attest:	CHAS. H. REYNOLDS As Commissioner
H. B. GLAISYER Secretary	M. K. McIVER As Commissioner

STATE OF CALIFORNIA,)
) ss.
City and County of San Francisco)

On this 11th day of October in the year One Thousand Nine Hundred and Fifty Six before me, MILO J. PUIZINA, 65 Market St., a Notary Public in and for the City and County of San Francisco, State of California, personally appeared J. W. Corbett and T. F. Ryan, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL) Corporation

MILO J. PUIZINA
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires July 28, 1959.

4

RECEIVED
OCT 17 1956
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 10, 1956

25-4267
(CONTRACT NO.)

(EST. NO.)

(CONTRACTOR)

4611
(VOUCHER NO.)

6-Final
(WARRANT NO.)

Schrader Construction Co.
(AMOUNT)
(DATE)

21786

H-162956

$ 3,516.57

10/10/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1956

Time Extensions: None

Completion Date: Aug. 31, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-15-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 15 1956

Ruth Rawlings

NOTED ON CARD

A

RECEIVED
OCT 4 1956
FOR FILING

4611

October 4, 1956

CERTIFIED MAIL

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

State Highway Contract No. 4611 for work performed on the Messner Overcrossing reconstruction on the Upper Columbia River Highway in Morrow County was completed by the contractor, Schrader Construction Co., on August 31, 1956 and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $3,516.57 will be released to the contractor on or after October 15, 1956. The total contract amount is $44,709.59, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Standard Accident Insurance Co.
Robert P. Dawson, Agent
Portland Trust Bldg.
Portland, Oregon

NOTED ON CARD

A

FORM E-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
JUL 26 1956
FOR FILING

[illegible] 7

4611

July 23, 1956

CERTIFIED MAIL

Mr. E. P. Kidder
Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Re: Pux 151-Messner G-Xing
Reconstruction-OWRR & N Co.
Columbia River Highway
Morrow County

Dear Mr. Kidder:

Herewith I am enclosing triplicate copies of agreement between Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, the Highway Commission and Morrow County, relative to the Messner Overcrossing project in Morrow County, together with duplicated copy of letter from Mr. Garnet Barratt, County Judge. All copies have been executed by the Highway Commission and by the County of Morrow.

It is requested that when the Highway Commission's executed copy is returned we be furnished with ten additional prints of Exhibit "A" attached to the instrument.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Garnet Barratt
Morrow County Judge
Heppner, Oregon

Mr. G. S. Paxson ✓
Mr. P. M. Stephenson
Mr. A. F. Parson

NOTED
G. S. PAXSON

RECEIVED
JUL 24 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FORM S-125 DOM REVISED 2-50
JUN 1[illegible] 1956
FOR FILING

25 [illegible]
464

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 11, 1956

NOTED
W. C. WILLIAMS

Honorable Garnet Barratt
County Judge
Heppner, Oregon

Re: Pux 151-Messner O-Xing
Reconstruction-OWRR & N Co.
Columbia River Highway
Morrow County

Dear Sir:

Herewith I am enclosing three counterpart copies of form of agreement between Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Morrow County and the Highway Commission, relative to the widening and other improvement of the existing Messner Overcrossing which was the subject matter of an agreement of November 17, 1919 between the Director General of Railroads, Oregon-Washington Railroad & Navigation Company, the State and the County. In so far as Morrow County is concerned the only purpose of the instrument is to terminate the 1919 agreement.

It is requested that the instrument be executed and attested on behalf of Morrow County, as shown, and that thereafter all three copies be returned to this office, directed to my personal attention. After execution by the Railroad Companies they will return one complete copy to you.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson

RECEIVED
JUN 13 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 11 1956
FOR FILING

25-4007
4611

Salem, Oregon
June 11, 1956

Pux 151-Messner O-Xing
Reconstruction-OWRR & N Co.
Columbia River Hwy. (Morrow)

Mr. J. W. DeSouza
Assistant Chief Counsel
Office

Attached are three copies of an agreement with the O.W.R. & N. Railroad Company and Morrow County relative to the widening of the Messner Overcrossing in Morrow County. These copies have been executed by the State Highway Commission and are now ready for the signatures of the proper officials of the Railroad Company and Morrow County.

When fully signed please return one copy to this office for the Commission's files.

Secretary

rn
Attach: 3

AGENDA
JUN 4 1956
A

FORM 230—12½M—6-55—09200

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
June 1, 1956

SUBJECT: Pux 151-Messner O-Xing
Reconstruction-OWRR & N Co.
Columbia River Hwy. (Morrow)

To: Mr. H. B. Glaisyer
Secretary
State Highway Commission
Office

Herewith I hand you triplicate counterpart copies of agreement with Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, Lessee, Morrow County and the State Highway Commission, relative to the widening of the Messner Overcrossing in Morrow County.

Mr. P. M. Stephenson advises that the agreement has been examined as to construction features and is approved. It also is approved by this office as to form.

After execution by the Highway Commission please return all three copies direct to me for further handling.

J.W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. W. C. Williams
Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. C. W. Enfield

AUTHORIZED BY HIGHWAY COMMISSION
DATE
H B Glaisyer
Secretary

sign 3 copies

(A)

RECEIVED
MAR 7 1956
FOR FILING

25-4267
4211

March 6, 1956

Schrader Construction Co.
3030 S. E. Hawthorne Blvd.
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4611, which was awarded to you by the State Highway Commission on January 27, covering Messner Overcrossing reconstruction on the Upper Columbia River Highway in Morrow County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 31 1956
FOR FILING

25-4307
4611

January 30, 1956

Schrader Construction Co.
3030 S. E. Hawthorne
Portland, Oregon

Gentlemen:

The State Highway Commission on January 27, 1956 awarded to you State Highway Contract No. 4611 for Messner Overcrossing Reconstruction Project over the Union Pacific Railroad tracks on the Upper Columbia River Highway in Morrow County.

This award was based on your bid of $44,410 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

RECEIVED
JAN 30 1956
FOR FILING

FORM 230—50M—2-55—62964
[illegible]
1611

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
January 26, 1956

SUBJECT: ~~Pux 151-Messner Overcrossing~~
Reconstruction
Columbia River Highway
Morrow County

To: Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson (6)
Mr. E. A. Collier (2)
Mr. Forrest Cooper (3)
Mr. A. F. Parson (2)

Herewith I hand you copy of Supplemental Order No. 34301, issued by the Public Utilities Commissioner under date of January 23, 1956, relative to the Messner Overcrossing Reconstruction project.

The only effect of the supplemental order is to correct an error in the original order describing the location of the project.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

RECEIVED
JAN 26 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Order #34301

BEFORE THE PUBLIC UTILITIES COMMISSIONER

OF OREGON

F-2490

RECEIVED
JAN 25 1956
LEGAL DEPT.

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for an order permitting and authorizing the widening of the existing structure and the reconstruction and widening of the approaches thereto, over the tracks and across the right of way of Oregon-Washington Railroad & Navigation Company, and its Lessee the Union Pacific Railroad Company, at a point near Messner Station, known as the MESSNER OVERCROSSING RECONSTRUCTION project, in the SE¼ of the SW¼, Section 2, Township 4 North, Range 25 East, W.M., in Morrow County, Oregon.	SUPPLEMENTAL ORDER

On December 29, 1955, the Commissioner issued Order #34256 granting authority for the reconstruction of the overcrossing structure as requested in the application in the above entitled matter.

The second full paragraph on Page 2 of Order #34256, Lines 5 and 6, contains the phrase, "at a point approximately three miles east of Pendleton." This phrase was entered in said order in error and the words should be stricken therefrom. It is therefore

ORDERED that the phrase "at a point approximately three miles east of Pendleton", being parts of Lines 5 and 6 contained in the first full paragraph on Page 2 of Order #34256 be deleted, and said paragraph shall read as follows:

> "The structure, which is part of U. S. Highway No. 730, crosses over the tracks of Oregon-Washington Railroad & Navigation Company and its Lessee, Union Pacific Railroad Company, hereinafter

referred to as Railroad Companies, near
Messner Station, in Morrow County, Oregon."

and it is further

ORDERED that all other provisions of Order #34256 shall remain unchanged and continue in full force and effect.

Made and entered this 23rd day of January, 1956.

CHAS. H. HELTZEL

Public Utilities Commissioner

(OFFICIAL SEAL)

RECEIVED
JAN 3 1956
FOR FILING

FORM 230—50M—2-55—

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
January 3, 1956

SUBJECT: Pux 151-Messner Overcrossing
Reconstruction
Columbia River Highway
Morrow County

To:
Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson (6)
Mr. E. A. Collier (2)
Mr. Forrest Cooper (3)
Mr. A. F. Parson (2)

Herewith I hand you copy of Order No. 34256, issued December 29, 1955, authorizing the reconstruction of the Messner Overcrossing on the Columbia River Highway in Morrow County.

It is noted that the second paragraph on page 2 of the order states that the project is located approximately three miles east of Pendleton. This is incorrect as the actual location is approximately three miles east of Boardman; however, I do not consider this mistake material.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

RECEIVED
[illegible] 1956
[illegible]
[illegible]

Order #34256

BEFORE THE PUBLIC UTILITIES COMMISSIONER
OF OREGON

F-2490

RECEIVED
[illegible]
LEGAL DEPT.

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for an order permitting and authorizing the widening of the existing structure and the reconstruction and widening of the approaches thereto, over the tracks and across the right of way of Oregon-Washington Railroad & Navigation Company, and its Lessee the Union Pacific Railroad Company, at a point near Messner Station, known as the MESSNER OVERCROSSING RECONSTRUCTION project, in the SE¼ of the SW¼, Section 2, Township 4 North, Range 25 East, W.M., in Morrow County, Oregon.

ORDER

The above entitled matter was duly heard on Monday, November 14, 1955, at 2:00 P.M., in the Temporary Umatilla County Court House, Pendleton, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner. The following appearances are of record herein:

J. W. DeSouza, Assistant Counsel, Salem, Oregon
In behalf of Oregon State Highway Commission;

Howard E. Roos, Assistant General Attorney, Portland, Oregon
In behalf of Union Pacific Railroad Company.

This application was filed on October 10, 1955 by the State of Oregon, by and through its State Highway Commission, hereinafter referred to as Applicant, and seeks authority for reconstruction of an overcrossing structure, originally authorized on July 2, 1920 by

P.S.C. Oregon Order No. 612, which because of increased traffic and higher vehicle speeds is no longer adequate for present day needs.

The structure, which is part of U. S. Highway No. 730, crosses over the tracks of Oregon-Washington Railroad & Navigation Company and its Lessee, Union Pacific Railroad Company, hereinafter referred to as Railroad Companies, at a point approximately three miles east of Pendleton, near Messner Station, in Morrow County, Oregon.

Railroad Companies, in their answer, admit and deny certain allegations contained in the application but make no further and separate answer.

After due notice, the matter was set down for hearing, evidence was adduced on behalf of parties as set forth above, the hearing was completed and the matter submitted for determination. Based upon said evidence and record, it is found that:

The proposed structure will be of concrete and steel construction with an overall length of 203 feet 8-3/4 inches between end bents, and made up of seven spans. A 30-foot roadway will be provided for vehicular traffic, and provision is made within the fifth span for the existing and one possible additional track with a minimum vertical clearance of 22 feet 9-5/8 inches and with a horizontal clearance of 9 feet 3½ inches from centerline of existing track.

Approaches to the structure will be on an ascending grade from the west of 5.45%, and from the east, an ascending grade of 4%. These grades are connected by a 250-foot vertical curve which forms the roadway grade of the structure.

Roadway and railroad are tangent at point of crossing, and the centerlines thereof will intersect at an angle of 75 degrees and 20 minutes.

The average daily volume of traffic on the highway upon completion of the structure is estimated to be 2,000 vehicles per day at this point based upon 1954 tabulations, and normal average annual increases are anticipated. An average of 18 train movements per day are being conducted over the tracks of Railroad Companies at present at this location.

Applicant will prepare plans and specifications, award a contract for and supervise the construction of the structure, and finance said construction from State and Federal highway funds, and will reimburse Railroad Companies for necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3, issued by the Bureau of Public Roads on August 15, 1955.

In accordance with the above provisions, Railroad Companies will make such revisions in the existing railroad signal lines and communication systems as may be necessary to safeguard them during the construction of the project and reinstall same in permanent locations after completion of the project, and also furnish such watchman and flagman services as may be required to safeguard railroad operations during the reconstruction period.

The standard minimum vertical clearance as set forth in Commissioner's Order No. 33700 will be impaired during construction and authorization therefor is requested.

From the foregoing, it is concluded that the present structure is inadequate for present and prospective highway traffic needs, that the widening and reconstruction thereof is necessary and proper for the service, convenience and safety of highway travel, and the application should be granted; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for an order permitting and authorizing the widening of the existing structure and the reconstruction and widening of the approaches thereto, over the tracks and across the right of way of Oregon-Washington Railroad & Navigation Company and its Lessee, Union Pacific Railroad Company, at a point near Messner Station, known as the MESSNER OVERCROSSING RECONSTRUCTION project, in the Southeast Quarter of the Southwest Quarter in Section 2, Township 4 North, Range 25 East, Willamette Meridian, in Morrow County, Oregon, is granted; and it is further

ORDERED that the construction be done in a good and workmanlike manner, in accordance with modern approved engineering practices, and in conformity as to location and design with plans and profiles submitted with the application and by this reference made a part hereof; and it is further

ORDERED that Oregon State Highway Commission shall supervise and finance the construction of said project from State and Federal funds and shall reimburse Oregon-Washington Railroad & Navigation Company and its Lessee, Union Pacific Railroad Company, for all necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3, issued by the Bureau of Public Roads on August 15, 1955; and it is further

ORDERED that Oregon-Washington Railroad & Navigation Company and its Lessee, Union Pacific Railroad Company, subject to reimbursement as set forth above, shall make such revisions in existing railroad signal lines and communications systems as may be necessary, reinstall same in permanent locations after completion of the project, and furnish such watchman and flagman services as may be required to safeguard railroad operations during the reconstruction period; and it is further

ORDERED that, upon completion, Oregon State Highway Commission shall, at its own expense, maintain the structure and its roadway and highway facilities, and that Oregon-Washington Railroad & Navigation Company and its Lessee, Union Pacific Railroad Company, shall, at their own expense, maintain their tracks, roadbed, and other railroad facilities and appurtenances beneath the structure; and it is further

ORDERED that such impairments to the standard vertical clearance as set forth in Order No. 33700 as may be made necessary by the erection of falsework during the construction period are herein authorized providing a vertical clearance of 21 feet 6 inches above top of rail is maintained; and it is further

ORDERED that Oregon-Washington Railroad & Navigation Company and its Lessee, Union Pacific Railroad Company, are herein authorized to operate under conditions of impairment as above set forth during the construction period; and it is further

ORDERED that the designation 2A-166.9-A previously assigned to the overcrossing shall continue as a means of identification in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Made and entered this 29th day of December, 1955.

CHAS. H. HELTZEL

Public Utilities Commissioner

(OFFICIAL SEAL)

RECEIVED
DEC 13 1955
FOR FILING

FORM E-30X—25M—6-55—55200

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
December 12, 1955

SUBJECT: Pux 151-Messner Overcrossing
Reconstruction
Columbia River Highway
Morrow County

W. C. WILLIAM

To: MEMORANDUM TO FILE

Hearing on this matter was held before C. E. Jaqua, sitting as Examiner for the Public Utilities Commissioner, at 2:00 o'clock p.m., on Monday, November 14, 1955, in the Umatilla County Courthouse, Pendleton, Oregon. This was at the time set for hearing on the Havana Grade Crossing, Pux 140.

The Railroad Companies were represented by Mr. Howard E. Roos, Assistant General Attorney, 727 Pittock Block, Portland.

Morrow County was not represented and the State Highway Commission was represented by the writer.

No issues were raised and the only witness placed on the stand was P. M. Stephenson, Bridge Engineer, who testified regarding the proposed construction and the necessity for the improvement of the existing overcrossing structure.

It is anticipated that an order will be issued in due course.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. A. F. Parson
Mr. C. W. Enfield

RECEIVED
NOV 10 1955
FOR FILING

FORM E-30X—25M—9-39—68200

Const
Bridge Design
Gen

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem Office
November 7, 1955

SUBJECT: Pux 151-Messner Overcrossing
Reconstruction-Columbia River Hy.
OWRR & N Co.
Morrow County

To: Mr. P. M. Stephenson
Bridge Engineer
Office

Dear Mr. Stephenson:

Answer of the Railroad Companies to the application of the Highway Commission, relative to the Messner Overcrossing project, has been received.

In the answer it is denied that there is any necessity for impairment of the horizontal clearance and that the temporary impaired vertical clearances should be less than 21' 6".

Will you please check on this and advise me as to your findings.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. G. S. Paxson

RECEIVED
[illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

FORM E-123 30M REVISED 8-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
OCT 13 1955
FOR FILING

9.E.

October 10, 1955

NOTED
W. C. WILLIAMS

Mr. Chas. H. Heltzel
Public Utilities Commissioner
Public Service Building
Salem, Oregon

Attention: Mr. David Don

Re: Pux 151-Messner Overcrossing Reconstruction-Columbia River Highway
OWRR & N Co. (Morrow County)

Dear Sir:

Herewith I hand you original and two copies of petition of the State Highway Commission for authority to widen and reconstruct the existing overcrossing and approaches over the tracks and across the right of way of Oregon-Washington Railroad & Navigation Company and its Lessee the Union Pacific Railroad Company at a point near Messner, in Morrow County, known as the MESSNER OVERCROSSING RECONSTRUCTION project in Morrow County.

The two copies are for service upon the Railroad Companies.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. A. F. Parson
Mr. C. W. Enfield

RECEIVED
FORM E-123 80M REVISED
OCT 11
FOR

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 10, 1955

Mr. Chas. H. Heltzel
Public Utilities Commissioner
Public Service Building
Salem, Oregon

Attention: Mr. David Don

Re: Pux 151-Messner Overcrossing Reconstruction-Columbia River Highway
OWRR & N Co. (Morrow County)

Dear Sir:

Herewith I hand you original and two copies of petition of the State Highway Commission for authority to widen and reconstruct the existing overcrossing and approaches over the tracks and across the right of way of Oregon-Washington Railroad & Navigation Company and its Lessee the Union Pacific Railroad Company at a point near Messner, in Morrow County, known as the MESSNER OVERCROSSING RECONSTRUCTION project in Morrow County.

The two copies are for service upon the Railroad Companies.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. W. C. Williams ✓
Mr. G. S. Paxson ✓
Mr. P. M. Stephenson
Mr. A. F. Parson
Mr. C. W. Enfield

NOTED
G. S. PAXSON

[illegible] 161

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for an order permitting and authorizing the widening of the existing structure and the reconstruction and widening of the approaches thereto, over the tracks and across the right of way of Oregon-Washington Railroad & Navigation Company, and its Lessee the Union Pacific Railroad Company, at a point near Messner Station, known as the MESSNER OVERCROSSING RECONSTRUCTION project, in Section 2, Township 4 North, Range 25 East, W. M., in Morrow County, Oregon.

P E T I T I O N

No. ______

The petitioner herein respectfully represents:

I

That the name and address of your petitioner are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this petition is made under the authority of ORS, Title 31.

III

That heretofore under date of July 2, 1920 the Public Service Commission of Oregon by Order No. 612, Docket F-820, authorized the construction of an overcrossing structure over and across the tracks and right of way of Oregon-Washington Railroad & Navigation Company, and its Lessee the Union Pacific Railroad Company, at said location, which overcrossing structure was thereafter constructed and has been and now is in public use. The said structure now is inadequate for present and prospective future highway needs and the petitioner proposes to widen the existing structure and to replace the existing timber approaches thereto with a more permanent type of structures, having a greater roadway width, as more fully set forth in State Highway Drawings Numbered 11982 and 12213, prints of which are attached hereto and by this reference made a part hereof.

IV

That the widening of the said structure and the reconstruction and widening of the existing timber approaches are necessary and proper for the service, convenience and safety of public highway travel in that the said public highway is a primary state highway of major importance, carrying a large volume of traffic, and that the present structure is inadequate for present and prospective future highway traffic needs.

V

That it is estimated that the average daily volume of traffic on the highway overcrossing structure is 2,000 vehicles, based upon 1954 tabulations, with anticipated normal average annual increases, and that the average daily volume of train movements under the said structure is approximately 18 movements per day.

VI

That the highway grade approaching the said structure from the south is an ascending grade of 5.45% and that the grade approaching the said structure from the north is an ascending grade of 4.00%, which grades are connected by a 250 foot vertical curve.

VII

That the petitioner proposes that the construction and maintenance of the reconstructed structure and the maintenance of the railroad, with its appurtenances and facilities, shall be handled and the costs thereof borne as follows:

THINGS TO BE DONE BY STATE:

(a) Prepare plans and specifications and award a contract or contracts for the said reconstruction project and supervise the said reconstruction work.

(b) Finance the construction of said project, without participation therein from funds of Railway Companies, from State and Federal Highway Funds, including reimbursement to Railroad Companies for necessary expenses incurred in connection therewith, which are reimburseable under and not prohibited by the terms of Policy and Procedure Memorandum No. 30-3, issued by the Bureau of Public Roads, August 15, 1955.

(c) Maintain the said structure with its approaches and appurtenances after the completion of the reconstruction project.

THINGS TO BE DONE BY RAILROAD COMPANY:

(a) Make such revisions in existing railroad signal lines and communication systems as may be required to safeguard them during the construction of the project and reinstall the same in permanent locations after completion of the project.

(b) Furnish such watchman and flagman services as may be required to safeguard railroad operations during reconstruction operations.

(c) Maintain the railroad with its appurtenances and facilities after reconstruction of the existing structure the same as heretofore.

VIII

That it is anticipated that during the period of widening of the existing structure the horizontal clearance from the center of the existing track, to the north, will be impaired to a minimum distance of 7' 6", which impairment will be removed at, or before, the completion of the reconstruction operations, and the existing horizontal clearances restored, and that the vertical clearances will be temporarily impaired to a minimum of 21' 00".

IX

That the proposed construction is in Section 2, Township 4 North, Range 25 East, W.M., in Morrow County, Oregon.

WHEREFORE, petitioner prays for an order permitting such reconstruction in accordance herewith and for such temporary impaired clearances, including authority to Oregon-Washington Railroad & Navigation Company and its Lessee the Union Pacific Railroad Company to operate trains affected by such temporary impaired clearances, and for such other and further order or orders as may be proper in the premises.

Dated at Salem, Oregon, this 10th day of October, 1955.

STATE OF OREGON, by and through its
State Highway Commission

C. W. ENFIELD
Assistant Attorney General and Chief
Counsel for the State Highway Commission

J. W. DeSOUZA
Assistant Counsel for the State Highway
Commission

JWD:RN
10-10-55
Petition - 4

RECEIVED
SEP 6 - 1955
FOR FILING

Const
Grade Xing
Gen

Salem, Oregon
August 31, 1955

Messner Overcrossing

Mr. P. M. Stephenson

It will not be necessary to go back to the Commission for additional authorization in widening this structure.

G. S. Paxson

GSP:gm

NOTED
G. S. PAXSON

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 26, 1955

SUBJECT:

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

Dear Sir:

For some time we have been carrying on the schedule of contract lettings an item of $30,000 for rebuilding the approaches to the Messner Overcrossing. Sometime back it was decided that we would replace the approaches with permanent-type construction and widen the existing concrete portion of the bridge using a 30-foot roadway. Our estimate of cost for this work is $49,000 which includes the usual percentages for contingencies and engineering.

Is it necessary to ask for an increase in project authorization for the extra money?

Very truly yours,

P. M. Stephenson

P. M. Stephenson
Bridge Engineer

PMS/dp

NOTED
G. S. PAXSON

RECEIVED
AUG 26 1955
OFFICE OF
STATE HIGHWAY ENGINEER

30-220 Milton-Freewater Rock Production Project on 3 hwys., extending W. & N. of Milton-Freewater 1956

44612

39-8310

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 20, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4612	3-Final	Umatilla Ready-Mix Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14647	R-155560	$ 3,626.33	7/20/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: June 30, 1956

Time Extensions: None

Completion Date: May 29, 1956

Date Accepted: July 12, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-23-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JUL 24 1956

Ruth Rawlings

NOTED ON CARD

A

RECEIVED
JUL 12 1956
FOR FILING

30-8320

July 11, 1956

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 4612 for rock production on the Milton-Freewater Section of the Oregon-Washington, Freewater and Sunnyside-Umapine Highways in Umatilla County was completed by the contractor, Umatilla Ready-Mix Company, on May 29, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $3,626.33 will be released to the contractor after acceptance by the Commission. The total contract amount is $15,067.83, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes noresponsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

gl

A

RECEIVED
OCT 17 1956
FOR FILING

30-8220

4612

July 2, 1956

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower
San Francisco 4, California

Gentlemen:

Reference is made to my letter of June 20, 1956 in which I advised you that it was the intention of the State Highway Commission to release to Umatilla Ready-Mix Company payment in the amount of $3,738.50 on or after June 30, 1956 in connection with their contract No. 4612, for rock production on the Milton-Freewater Section of the Oregon-Washington, Freewater and Sunnyside-Umapine Highways in Umatilla County.

I have been advised by our Accounting Division that it has been necessary to revise Estimate No. 3 so as to retain the full amount of the retained percentage. Accordingly the payment referred to in my previous letter will be smaller than mentioned therein, and it will be designated as the regular monthly estimate payment No. 3.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Building
Portland 4, Oregon

FORM E-30 25M 9-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

June 28, 1956
Salem, Oregon

SUBJECT: Voucher No. 12696
Contract No. 4612
Umatilla Ready-Mix Co., Contractor

To:

C. H. Maison

The semi-final estimate on the above contract which was received today indicated that an error was made in computing quantities, which would result in an overpayment of estimate No. 3.

.50

In order to avoid overpayment to the contractor the warrant for $3,738.56 in payment of estimate No. 3 should be cancelled. A final estimate is being prepared to replace estimate No. 3.

S. H. Probert
Office Engineer

MCW:eh

cc: H. B. Glaisyer
John Herr

BY SECRETARY

[illegible]

Form E-1—10M—1-56

30-8320

O GON STATE HIGHWAY DEPARTM

Field Engineer's Weekly Report #10 Final

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 2, 1956

Section Milton-Freewater

Kind of work Rock Production

Highway Ore.-Wash., Freewater, Sunnyside-Umapine

Section prefix 30-8320

Contractor Umatilla Ready Mix. Co.

Contract number 4612

Date of contract Jan. 27, 1956

Date of completion June 30, 1956

Date work started March 16, 1956

Estimated date of completion May 29, 1956

Project authorization . . . . $ 17,640.00

Exclusive of Engineering . . . . . . $ 16,385.60

Per cent of time elapsed 79.3 %

Estimated cost of completed project, exclusive of engineering . . . . $ 15,680.00

Estimated per cent overrun or underrun . . . . 0 %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization . . . . $ 1,254.40

Engineering cost to date $ 961.02, 76.6 %

Date project was completed May 29, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The final rock was gotten out May 28 and finishing & trimming piles was completed May 29th.

RECEIVED

NOTED L. H. Young

NOTED V. D. WOLFE

Signed

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 88873

	Rock Prod.	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)	6,400				
Total quantities corrected to date	6,400				
Estimated quantities moved or placed to date	6,400				
Average daily quantities	224				
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	7				

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 1, Compaction rollers ...., Trucks 5, Cat 1, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Pt. fair		
Monday	Pt. fair		
Tuesday	Fair-warm		
Wednesday	Fair-warm		
Thursday	Cloudy		
Friday	Pt. cloudy		
Saturday	Pt. fair		

RECEIVED
JUL 2 1956
FOR FILING

30-1730

[illegible]

June 29, 1956

Umatilla Ready-Mix Co.
P. O. Box 222
Umatilla, Oregon

Gentlemen:

We recently mailed you a voucher in the amount of $3,738.56 covering estimate No. 3 of your contract for stockpiling material on the Milton-Freewater Section, Contract No. 4612.

Please destroy your copy of this voucher as it has been cancelled due to a discrepancy in quantities. A new voucher is being prepared and will be forwarded for your signature within the next few days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc: C. E. Nelson
Carl Smith

WCW:sh

RECEIVED
JUN 20 1956
FOR FILING

4612

June 20, 1956

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Umatilla Ready-Mix Company a portion of the funds heretofore retained by the Commission on contract No. 4612, for rock production on the Milton-Freewater Section of the Oregon-Washington, Freewater and Sunnyside-Umapine Highways in Umatilla County.

This payment in the amount of $3,738.50 reduces the retained percentage to $500.00 lump sum. The present payment will be released to the contractor on or after June 30, 1956.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
MAY 16 1956
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15th, 1956

SUBJECT: Milton-Freewater Rock Production
Umatilla County
Contract No. 4612

To: Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

NOTED
W. C. WILLIAMS

Reference is made to Laboratory Report No. 388562, dated May 8, 1956, showing 7½% excess of material passing the ¼-inch screen.

As this represents only 500 cubic yards of a total of 2,600 cubic yards required for this project, please instruct the resident engineer to have the contractor adjust his plant operation so as to furnish suitable material.

Also will you please instruct the resident engineer to so mark samples of improved materials that it is clear they represent corrected aggregate.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY/WCH:AR

cc to: W. C. Williams
Ray Webber

RECEIVED
MAY 16 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 7 - 1956
FOR FILING

30-8320
4612

March 6, 1956

Umatilla Ready-Mix Co.
P. O. Box 222
Umatilla, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4612, which was awarded to you by the State Highway Commission on January 27, for rock production on the Milton-Freewater Section of the Oregon-Washington, Freewater and Sunnyside-Umapine Highways in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 31 1956
FOR FILING

[illegible] - 8330
4612

January 30, 1956

Umatilla Ready Mix Co.
Box 222
Umatilla, Oregon

Gentlemen:

The State Highway Commission on January 27, 1956 awarded to you State Highway Contract No. 4612 for Milton-Freewater Rock Production Project on three highways in Umatilla County.

This award was based on your bid of $15,680 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

33-1045 Shogren Overcrossing-Chatfield Sec. of the Columbia River Highway. 1956
#4613

33-1045
4613

Files

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 14, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4613	2-Final	The United Contracting Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19949	H-161105	$ 500.00	9/14/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 31, 1956

Time Extensions: None

Completion Date: July 30, 1956

Date Accepted: Aug. 16, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-17-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 17 1956

Ruth Rawlings

NOTED ON CARD

RECEIVED
SEP 7 1956
FOR FILING

33 1045
4613

September 7, 1956

CERTIFIED MAIL

American Surety Company of New York
David A. Lewis, Assistant Manager
725 Yeon Bldg.
Portland 4, Oregon

Dear Sir:

State Highway Contract No. 4613 for work performed on the Shogren Overcrossing-Chatfield Section of the Columbia River Highway in Wasco County was completed by the contractor, The United Contracting Company, on July 30 and was formally accepted by the Highway Commission on August 16, 1956.

Final payment in the amount of $500.00 will be released to the contractor on or after September 17, 1956. The total contract amount is $15,884.18, of which amount $183.03 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
520 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

jl

1

RECEIVED
AUG 23 1956
FOR FILING

23-1045

4613

August 27, 1956

CERTIFIED MAIL

American Surety Company of New York
David A. Lewis, Assistant Manager
725 Yeon Bldg.
Portland 4, Oregon

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to The United Contracting Co. on contract No. 4613, for pavement widening on the Shogren Overcrossing-Chatfield Section of the Columbia River Highway in Wasco County. This payment, in the amount of $15,384.18, will be released to the contractor on or after September 6, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
520 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—10M—10-55

GON STATE HIGHWAY DEPARTM T

33-1045
4613

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 4, 1956

Section Shogren Overcrossing - Chatfield

Kind of work Pavement Widening

Highway Columbia River

Section prefix 33-1045

Contractor The United Contracting Co.

Contract number 4613

Date of contract January 27, 19 56

Date of completion July 30, 19 56

Date work started July 9, 19 56

Estimated date of completion July 30, 19 56

Project authorization . . . . $ 19,949.06

Exclusive of Engineering . . . . $ 18,530.46

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 15,984

Estimated per cent overrun or underrun . . . . 12.8 %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization . . . . $ 1418.60

Engineering cost to date $ 1,000, 70 %

Date project was completed July 30, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

A grader, a roller and all available help returned Monday. Trimed shoulders and cleaned ditches completing project. Plant being dismanteled and should be cleaned up next week.

FINAL REPORT

NOTED
L. H. Young

RECEIVED

Signed M. D. Glenn Ass't. Res. Engr.

Address P.O. Box 420, The Dalles.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 89712

NOTED
V. D. WOLFE

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					1.29
Miles partially completed					
Miles completed					1.29
Total estimated quantities (contract)					1650
Total quantities corrected to date					1499
Estimated quantities moved or placed to date					1499
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					10
Average force on project for week					19

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders 1....., Rollers 1....., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair, Windy		
Monday	Fair, Windy		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAR 7 - 1956
FOR FILING

23-1045
4613

F

March 6, 1956

The United Contracting Co.
P. O. Box 5075
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4613, which was awarded to you by the State Highway Commission on January 27, for pavement widening on the Shogren Overcrossing-Chatfield Section of the Columbia River Highway in Wasco County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JAN 31 1956
FOR FILING

73-1045
4613

January 30, 1956

The United Contracting Co.
P. O. Box 5075
Portland 13, Oregon

Gentlemen:

The State Highway Commission on January 27, 1956 awarded to you State Highway Contract No. 4613 for pavement widening on the Shogren Overcrossing-Chatfield Section of the Columbia River Highway east of Mosier in Wasco County.

This award was based on your bid of $17,232.50 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

S-97(3) Boulder Gorge Sec., Sumpter 1956
Valley Hwy.
#4614

RECEIVED
DEC 7 1956
FOR FILING

W.C.W.

S.97(3)

Boulder Gorge Section
Contract #4614

4-14

November 30th, 1956

FINAL COST ANALYSIS

Grading & Topping
Durbin Bros., Contractor
Kevin Laughlin, Resident Engineer

Sumpter Valley Highway
Prefix 101-1028

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	$3,500		$ 3,256.72	$ 3,500.00
Drainage Excav., Unclass.	38.21	Cu. Yd.	4.00	2.89	110.56	152.84
General " "	35,098	" "	1.00	1.275	44,768.09	35,098.00
Short Overhaul	2,823	Yd. Sta.	0.02	0.025	71.74	56.46
Finish Roadbed & Slopes	0.58	Mile	1,000	551.55	319.90	580.00
18" Corr. Metal Pipe	188	Lin. Ft.	5.00	3.62	679.85	940.00
Selected Roadbed Topping	3,418	Cu. Yd.	0.75	0.74	2,542.60	2,563.50
Haul Roadbed Topping	8,863	Yd. Mi.	0.17	0.12	1,067.74	1,506.71
Sprinkling	75.6	M/Gal.	4.00	1.80	135.80	302.40
PA #2, Labor and Equipment Rental	100%	All			548.44	565.36
Force Account (Flagging)					210.40	120.98
					$53,711.84	$45,386.25

Total Cost	$53,711.84
Gross Revenue	45,386.25
Net Loss	$ 8,325.59

Net Loss Equals 18.34% of Gross Revenue

Detail of Cost

Labor:				
Labor			$23,554.95	
Labor Insurance			1,478.07	
Health & Welfare			846.45	
				$25,879.47
Materials:				
18" Corr. Metal Pipe	188 Lin. Ft.	at $3.08	$ 579.04	
18" " " Bands	5 Each	" 3.08	15.40	
				594.44
Equipment Rental & Misc. Supplies:				
Equipment Rental, Owned			$14,442.73	
" " , Hired			4,376.00	
Gas, Oil and Grease			2,196.56	
Explosives			2,137.07	
Freight & Cartage			907.72	
Drill Steel & Bits			1,878.59	
Bond			264.96	
P.L. & P.D. Insurance			235.55	
Small Tools & Misc. Supplies			281.25	
Home Office & General Overhead			517.50	
				27,237.93
Total Cost........................				$53,711.84

Remarks:

This was a "Federal Aid Secondary Project" calling for the construction of 0.58 mile of highway roadbed and 0.58 mile of selected roadbed topping. The project was bid December 20th, 1955 and awarded January 30th, 1956. Work started April 24th and was completed August 21st, 1956.

The contractor moved in a 315 C.F.M. compressor, wagon drill and a D-8 cat and dozer and started drilling and clearing. The clearing and burning was done by 4 men with one power saw and D-8 cat and dozer; the clearing being light, a profit was made on the item.

The grading was started on the east end of the project, which was a dirt and talus deposit, and worked up to the main cut, which was a solid rock formation. For this work the contractor used the following equipment: one 2½-yard shovel, two 6-yard dumptors, two 315 compressors and wagon drills, one D-8 cat and dozer and other equipment used for maintenance. The contractor shows a large loss on his excavation due to the hardness of the rock making it slow drilling. About 5 feet was the maximum that could be drilled with any one bit. The cost of drill bits alone was $1,878.59. A lot of the rock broke large and had to be redrilled and shot.

The contractor, having good supervision but a low bid price and slow progress, suffered a large loss on this project.

M. N. Juve
Chief Cost Analyst

By . . C. E. Layton

Dat

To

Rel

Warra

A

S-97(3)
4614

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 19, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4614	7 Post-Final	Durbin Brothers	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24334	H-165539	$ 565.36	11/16/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: **Oct. 15, 1956**

Time Extensions: **None**

Completion Date: **Aug. 21, 1956**

Date Accepted: **Sept. 27, 1956**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: [redacted] **11-23-56**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: NOV 23 1956

Ruth Rawlings

Files A

S-97(3)
4614

ORNEGON STATE HIGHWAY DEPARTMENT
(date)
October 18, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4614	6-Final	Durbin Brothers

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22367	H-163517	$ 1,344.63	10/18/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 15, 1956

Time Extensions: None

Completion Date: Aug. 21, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-22-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 22 1956

Ruth Rawlings

NOTED ON CARD

RECEIVED
OCT 12 1956

FOR FILING
S-97 (3)

444

October 11, 1956

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 4614 for work performed on the Boulder Gorge Section of the Sumpter Valley Highway in Baker County was completed by the contractor, Durbin Bros., on August 21 and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $1,344.63 will be released to the contractor on or after October 22, 1956. The total contract amount is $44,820.89, of which amount $120.98 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

A

RECEIVED
SEP 26 1956
FOR FILING
S 97 (2)
4614

September 26, 1956

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Durbin Bros. on contract No. 4614, covering the Boulder Gorge Section of the Sumpter Valley Highway in Baker County. This payment, in the amount of $7,999.26, will be released on or after October 6, 1956. The retained percentage is $1,344.63.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
AUG 30 1956

FOR FILING

97

4614

August 28, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 21, 1956 on Contract No. 1614, Boulder Gorge Section, in Baker County, in connection with Federal Aid Project No. S-97(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DEP:hb

cc: John Cattrall

Form E-1-Rev 6-55—10M

3-97 (3)
4614

GON STATE HIGHWAY DEPART

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

FINAL REPORT

For Week Ending August 24, 1956

Section BOULDER GORGE

Kind of work Grading and Topping

Highway Sumpter Valley

Section prefix 101-1028

Contractor Durbin Brothers Const. Company

Contract number 4614

Date of contract January 30, 1956

Date of completion October 31, 1956

Date work started April 24, 1956

Estimated date of completion August 21, 1956

Project authorization $ 50,920.88

Exclusive of Engineering $ 47,299.84

Per cent of time elapsed 78.3 %

cost of completed project, exclusive of engineering $ 49,059.91

Estimated per cent overrun 3.7 %

Per cent of contract completed, based on total contract price Completed %

Engineering authorization $ 3,621.04

Engineering cost to 8/24/56 $ 3,364.29, 92.9 %

Date project was completed August 21, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor bladed and processed the gravel surfacing on Monday and Tuesday completing his contract on Tuesday. The gravel topping is well compacted and set up in good shape, but a smoother riding surface could be had if a crushed rock lefeling course could be applied.

The contractor will submit a claim for being held up one day because of the failure of the R/W Department to secure right of way on the gravel pit.

All of the semi-final data is compiled and ready to submit as soon as the contractor submits his final flagging time.

NOTED
L. H. Young

NOTED
C. E. PAULSEN

Signed Resident Engineer

Address Rand Bldg., Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 86365

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.58	0.58			
Miles partially completed					
Miles completed	0.58	0.58			
Total estimated quantities (contract)	34,700	3,400			
Total quantities corrected to date	35,098	3,418 XXXXXX			
~~[illegible]~~ quantities moved or placed to date	35,098	3,418			
Average daily quantities	---	---			
Average daily quantities necessary to complete project on time	Completed	Completed			
Number shifts per day		1 (Mon & Tues only)			
Hours per shift		8 (Mon & Tues only)			
Average force on project for week		2 (Mon & Tues only			

Men	1
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders 1..........., Rollers..........., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAY 29 1956
FOR FILING

S-97(3)

4614

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem Office
May 25, 1956

SUBJECT: File No. 13003-Sumpter Valley Rwy. Co.-Baker-Unit and Sumpter Valley Hwy.

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Herewith I hand you copy of letter dated May 15 from Mr. M.E. Bousha, Right of Way Supervisor, relative to the moving of pole line on the Boulder Gorge Section of the Sumpter Valley Highway.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper
Mr. A. F. Parson

RECEIVED
MAY 25 1956
OFFICE OF
STATE HIGHWAY ENGINEER

c
o
p
y

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

Portland, May 15, 1956

Mr. J. W. DeSouza, Assistant Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Replying to your letter of May 9, 1956, File No. 13003, we wish to advise that our pole line in the Boulder Gorge Areas has been removed to conform with the relocation of the highway.

We have been advised by Mr. K. Laughlin, Resident Engineer, that the poles in question are in the clear.

Yours very truly,

M. E. BOUSHA
M. E. Bousha
Right of Way Supervisor

MEB:jg

FORM 5-125 50M REVISED 3-56

RECEIVED
MAY 11 1956
FOR FILING
5-97(2)
4614

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

May 9, 1956

NOTED
W. C. WILLIAMS

The Pacific Telephone and Telegraph Company
509 S. W. Oak Street
Portland 4, Oregon

Attention: Mr. M. E. Bousha, Right of Way Supervisor

Re: File No. 13003-Sumpter Valley Rwy. Co.
Baker-Unity and Sumpter Valley Hwy.

Dear Mr. Bousha:

Reference is made to your letter of February 13, 1956 in which you advised that you would proceed at once with the moving of your pole line on the Sumpter Valley Secondary Highway in the NE¼ of the SW¼ of Section 29, Township 10 South, Range 39 East, W.M., Baker County, on the Boulder Gorge Section.

I now am advised that the poles are still in place and must be moved in the very near future in order to avoid conflict with the operations of the Highway Commission's contractor.

It is hoped that immediate attention may be given to the matter, and your cooperation in this regard is earnestly requested. Your prompt advice as to what will be done will be very much appreciated.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. W. C. Williams ✓
Mr. Forrest Cooper
Mr. A. F. Parson

RECEIVED
MAY 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 1 - 1956
FOR FILING

5-97(3)

4614

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30th, 1956

SUBJECT: Boulder Gorge Section

To: Mr. J. W. DeSouza
Ass't. Counsel
Office

NOTED
W. C. WILLIAMS

Reference is made to your letters of January 26th, 1956 and February 14th, 1956 which refer to the moving of some poles owned by the Pacific Telephone & Telegraph Co. and located on the Sumpter Valley Secondary Highway, Boulder Gorge Section, your File 13003. Apparently the telephone company agreed to move the poles with the determination to be made at a later date as to who was to pay. However, the poles are still in place and will need to be moved in the very near future in order to avoid conflict with our contract operations.

Would you please communicate with the telephone company to the end that the poles may be promptly moved.

Forrest Cooper

Forrest Cooper
Construction Engineer

FC:AR

cc to: W. C. Williams

RECEIVED
APR 30 1956
OFFICE OF
STATE HIGHWAY ENGINEER

9

RECEIVED
APR 26 1956
FOR FILING

S-97(3)
4614

April 24, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 24, 1956 on Contract No. 4614, Boulder Gorge Section, in Baker County, in connection with Federal Aid Project No. S-97(3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:ah

RECEIVED
MAY 1 - 1956
FOR FILING

S-97(3)
4614

FORM PR 3 (October 1954)
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

CPR8-1993

State Or[illegible]n
County Baker
Project No. S-97(3)

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 23rd day of Apr., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 30th day of August, 1955, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.578 miles of grading, draining, and 2-lane low type surfacing
(Character of work)

between a road junction near the north city limits of Sumpter and FAS 501 at Salisbury,
(Control points)

consisting of 0.578 miles of roadway and no bridges. XXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
(Number)

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of thirty thousand and 00/100 dollars ($30,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is forty-eight thousand, nine hundred six and 00/100 dollars ($48,906.00).

PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By
Division Engineer, Bureau of Public Roads

—33205

Oregon State Highway Department

Federal Aid Secondary
Project No. S-97(3)

BOULDER GORGE SECTION OF THE SUMPTER

VALLEY HIGHWAY IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code 2010
Roadway (Sta. 283+00 to Sta. 313+50)(Contract No. 4614)

All	Required	Clearing and Grubbing	$	$ 3,500.00
30	cu. yds.	Drainage Excavation, Unclassified	4.00	120.00
34,700	cu. yds.	General Excavation, Unclassified	1.00	34,700.00
20,500	yd. sta.	Short Overhaul	0.02	410.00
20	C-yd.sta.	Long Overhaul	0.50	10.00
0.58	mile	Finishing Roadbed and Slopes	1,000.00	580.00
130	lin. ft.	18-inch Corrugated Metal Pipe	5.00	650.00
3,400	cu. yds.	Selected Roadbed Topping	0.75	2,550.00
8,000	yd. mi.	Hauling Roadbed Topping	0.17	1,360.00
70	M-gal.	Sprinkling	4.00	280.00
				$ 44,160.00
All	Required	Flagging (57½% of Contractor's Cost)		300.00
		Subtotal		$ 44,460.00
		10% Engr. & Cont.		4,446.00
		Total		$ 48,906.00

Length of Roadway 0.578 Mile
Cost of Roadway Per Mile $84,612.45

Federal Funds..	$ 30,000.00
State Funds..	18,906.00
	$ 48,906.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
MAR 7 - 1956
FOR FILING

S-97(3)

4614

March 6, 1956

Durbin Bros.
Route 5, Box 490
Eugene, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4614, which was awarded to you by the State Highway Commission, for grading and topping on Boulder Gorge Section of the Sumpter Valley Highway in Baker County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
MAR 9 1956
FOR FILING

S-97(3)

4614

FORM E-123 90M REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

W. C. WILLIAM

February 14, 1956

The Pacific Telephone and Telegraph Company
509 S. W. Oak Street
Portland 4, Oregon

Attention: Mr. M. E. Bousha
Right of Way Supervisor

File No. 13003
Sumpter Valley Railway Co.
Baker, Unity and Sumpter Valley Hwy.

Dear Mr. Bousha:

Receipt is acknowledged of your letter of February 13, 1956 in which you advise that The Pacific Telephone and Telegraph Company will proceed at once to move the pole line for our highway relocation on the Boulder Gorge Section of the Sumpter Valley Secondary Highway in Baker County.

This letter is to express the appreciation of this department for your valuable cooperation in this matter.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD/bdr
cc: Mr. W. C. Williams
Mr. Forrest Cooper
Mr. A. F. Parson
Mr. C. W. Enfield

RECEIVED
FEB 15 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

REFERRED TO De Souza
FOR opinion

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 6, 1955

SUBJECT: Boulder Gorge Section
Sumpter Valley Highway
Moving telephone lines

[illegible]

To: Mr. W. C. Williams
Deputy State Highway Engineer

OFFICE

NOTED
W. C. WILLIAMS

Herewith copies of correspondence concerning necessary moving of telephone lines within the subject-named section.

You perhaps recall that this old telephone line occupied a portion of the Sumpter Valley Railway right of way to which we, at the present time, hold fee title.

The telephone company, by a letter from Right of Way Supervisor Bousha, acknowledges that they do not have an easement along this section of land. However, they still claim some rights by reason of long occupancy.

I recommend that this be referred to our Legal Department for determination as to responsibility for payment for the moving and that the telephone company be notified to move.

We will wait to submit a State Force Order until the determination is made as to whose responsibility this is.

L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:dt

Encls.

RECEIVED
DEC 7 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-90X—87,900—8-50—82967

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 5, 1955

SUBJECT: Sumpter Valley Highway
Boulder Gorge Section
Moving Telephone Lines

To:

Forrest Cooper
Construction Engineer
Salem

Herewith copies of our correspondence relating to moving of telephone poles along the Boulder Gorge Section of the Sumpter Valley Highway.

It is presumed that we are obligated to pay for moving of poles.

Please advise.

A. F. Parson
Division Engineer

AFP:gb
cc - Kevin Laughlin

RECEIVED
[illegible]

COPY

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

Portland, November 30, 1955

Mr. A. F. Parson, Division Engineer
Oregon State Highway Commission
LaGrande, Oregon

Attention: Mr. D. C. Cannon, Office Engineer

Dear Sir:

Replying to your letter November 16, 1955, regarding payment for moving our pole line due to the relocation of a portion of the highway at Boulder Gorge, Sumpter Valley Highway in Baker County.

Railway

The telephone line was constructed in 1927 and at that time we entered into an agreement with the Sumpter Valley Railroad Company for poles along their right of way. Later in 1949, when they abandoned the railroad, they gave us an easement covering the right of way which we assumed covered the section in question. We find, however, in checking our records that this section was omitted from our easement. Regardless of this omission we feel that we have a compensable interest in the right of way and payment for the relocation should be made by the Highway, as the pole line has been in place for some 20 years and the right of adverse possession should be considered.

Yours very truly,

W. E. Bousha
Right of Way Supervisor

WEB:jg

cc: C. R. Sires

COPY

November 16, 1955

Mr. W. E. Bousha
Right of Way Department
Pacific Telephone & Telegraph Co.
Portland, Oregon

Dear Sir:

Your Engineer Mr. M. A. Schmurbush has been in contact with our Resident Engineer Kevin Laughlin at Baker in regard to telephone pole line change on the Boulder Gorge Section, Sumpter Valley Secondary Highway in Baker County.

This change of location is necessitated due to proposed reconstruction of this section of the highway. The matter of payment for the cost of moving the line was discussed with Mr. Laughlin yesterday. We were informed by him that he has not been able to find any thing of record that would indicate that you are occupying the old railroad right of way under easement.

According to Mr. Laughlin, Mr. Schmurbush was under the impression your Company does have an agreement of some sort; if so, we would be pleased to have a copy. If there isn't an agreement, it would be necessary for us to recommend that the Telephone Company bear the costs of the pole line change.

Very truly yours,

A. F. Parson
Division Engineer

by

C. D. Cannon
Office Engineer

CDC:ce
cc - M. A. Schmurbush
Kevin Laughlin

OREGON STATE HIGHWAY DEPARTMENT

Baker, Oregon
November 14, 1965

To: Mr. A. F. Parsor
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

In complying with Mr. L. E. Young's letter of November 3 regarding removal of telephone poles prior to construction, I wish to refer to the telephone poles that will require moving on the Boulder Gorge Section of the Sumpter Valley Highway. This, of course, may be taken care of after the contract is let; however, I am in question as to whether or not, the State is obligated to pay for the removal of the telephone poles which may enter in the project costs and estimates.

There are five telephone poles in the way of our construction necessitating the relocation of eight poles for proper alignment on this section, and all are on the old Sumpter Valley Railroad right-of-way which was deeded over to the State. We have searched through the Baker County records and cannot find any records of permits, franchises, or easements regarding the telephone poles through this particular section. I have consulted with Mr. M. A. Schmarbusch, Chief Engineer, Pacific Telephone and Telegraph Company, and his estimate to relocate the eight poles is $2,500.00. Please advise this office as to which party is to pay for the relocation of these poles. If you do not know whether or not the Highway Department is to pay the costs of moving the poles, further contact may be made with Mr. W. B. Bousha, Pacific Telephone & Telegraph Company, Right of Way Department, Portland, Oregon. His telephone number is CA. 8-8261, Ext. 8863.

In NE of SW-29-10S-39E

Very truly yours,

Kevin Laughlin
Kevin Laughlin
Resident Engineer

COPY

OREGON STATE HIGHWAY DEPARTMENT

Baker, Oregon
Nov. 10, 1955

Mr. A. F. Parson
Division Engineer
Oregon State Highway Dept.
LaGrande, Oregon

Dear Sir:

Would you please have a overlay made from the Location Detail Map of the Boulder Gorge Section of the Baker-Sumpter Highway.

It should be from Sta. 290 to 302 and should show the center line. Existing Telephone Poles, Channel Changes, R/W Lines and Powder River as it is now shown.

This has been requested by Mr. A. Schnurbush, Telephone Engineer for Pacific Telephone and Telegraph Co. as it will assist him in his relocation of the Telephone poles through this portion of the project.

His address is as follows,

Mr. A. Schnurbush, Telephone Engineer
Pacific Telephone & Telegraph
28 S. E. Byers St.
Pendleton, Oregon

Very truly yours,

Kevin Laughlin
Resident Engineer

RECEIVED
FEB 27 1956
FOR FILING
S-97(3)
4614

January 30, 1956

Durbin Bros.
Route 5, Box 490
Eugene, Oregon

Gentlemen:

The State Highway Commission on December 20, 1955 accepted your proposal for grading and topping the Boulder Gorge Section of the Sumpter Valley Highway in Baker County for the sum of $64,160 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that suhh conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorisation. This project has been assigned Contract No. 4614.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Attention: Dorothy McCormack

MESTIC SERVICE
class of service desired; erwise this message will be sent as a fullrate telegram

FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 30, 1956
1:30 p.m.

Durbin Bros.
Route 5, Box 490
Eugene, Oregon

Contract for Boulder Gorge Section of Sumpter Valley Highway, Baker County for which you submitted low bid on December 20, 1955 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Files
C. W. Head

---

1. That on November 5, 1927 The Pacific Telephone and Telegraph Company executed an easement agreement with Sumpter Valley Railway Company authorizing the establishment of your pole line.

2. On December 24, 1934 a revised agreement was entered into which superseded the agreement of November 5, 1927. The term of this later agreement was for a period of fifteen years or until December 24, 1949 and thereafter until the expiration of twelve months after notice shall have been given in writing by either party to the other party of an intention to discontinue the rights and privileges granted.

Mr. J. F. Carpenter, General Manager of Sumpter Valley Railway Company, has advised that he can find no record of notice of termination having been given but suggests that there may be such an instrument in your records. He stated, however, that some five or six years ago the wires of Sumpter Valley Railway Company were removed from your poles, so it is evident that at that time you had actual notice of the abandonment of the railroad.

FORM E-120 50M REVISED 8-53

RECEIVED
JAN [illegible]
FOR FILING
[illegible]
[illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
W. C. WILLIAMS

January 26, 1956

The Pacific Telephone and Telegraph Company
509 S. W. Oak Street
Portland 4, Oregon

Re: File No. 13003
Sumpter Valley Railway Company
Baker, Oregon

Gentlemen:

This communication is to call upon you to move and re-establish approximately eight poles, with the wires carried thereon, on a portion of the right of way of the Sumpter Valley Secondary Highway in the NE¼ of the SW¼ of Section 29, Township 10 South, Range 39 East, W. M., in Baker County. These poles are on what is known as the Boulder Gorge Section, and are in the general vicinity of Highway Engineer's Station 290.

A review of the records which we have, which possibly may be incomplete, indicates:

1. That on November 5, 1927 The Pacific Telephone and Telegraph Company executed an easement agreement with Sumpter Valley Railway Company authorizing the establishment of your pole line.

2. On December 24, 1934 a revised agreement was entered into which superseded the agreement of November 5, 1927. The term of this later agreement was for a period of fifteen years or until December 24, 1949 and thereafter until the expiration of twelve months after notice shall have been given in writing by either party to the other party of an intention to discontinue the rights and privileges granted.

Mr. J. F. Carpenter, General Manager of Sumpter Valley Railway Company, has advised that he can find no record of notice of termination having been given but suggests that there may be such an instrument in your records. He stated, however, that some five or six years ago the wires of Sumpter Valley Railway Company were removed from your poles, so it is evident that at that time you had actual notice of the abandonment of the railroad.

3. Under date of May 20, 1948 Sumpter Valley Railway Company conveyed certain portions of its old right of way by bargain and sale deed and other portions by quitclaim deed. The later deed quitclaimed to the State the right of way across the legal subdivision on which the poles in question are located. The recording of the instruments constituted notice that Sumpter Valley Railway Company had parted with its title.

4. Under date of May 4, 1949 Sumpter Valley Railway Company granted to The Pacific Telephone and Telegraph Company two forms of easement covering your lines, neither of which, however, included the right of way across the NE¼ of the SW¼ of Section 29. Mr. W. E. Bousha, Right of Way Supervisor for your Company, advises that the omission of this legal subdivision was inadvertent, but this point would seem to be immaterial as the instruments to you were executed almost a year subsequent to the time that Sumpter Valley Railway Company has conveyed its title to the State.

As you know, the Highway Commission has no authority to disburse public funds unless there is a legal obligation to pay, and, on the basis of the information available, it cannot be affirmatively recommended to the Highway Commission that it has a legal obligation to pay for the moving and re-establishment of your pole line. It is not the purpose of this communication to foreclose the matter so as to prevent further discussion, and if you can acquaint us with any instruments, or statements of fact, which would justify a different view of the matter, you may rest assured that they will be given very earnest and thorough consideration.

Regardless of the ultimate responsibility as to costs, it is urgently requested that you proceed as promptly as may be possible with the moving and re-establishing of the pole line to the end that there be no interference with the operations of the State's contractor on the project.

An early reply from you will be very much appreciated.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. W. C. Williams
Mr. Forrest Cooper
Mr. A. F. Parson
Mr. C. W. Enfield

RECEIVED
JAN 26 1956
OFFICE OF
STATE HIGHWAY ENGINEER

FORM S-126 5OM REVISED 2-55

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
J. W. CATTRALL

November 15, 1955

NOTED
Harold C. Ayres

Baker County Court
Courthouse
Baker, Oregon

NOTED
V. R. JONES

#4614

Gentlemen:

The Federal Aid Highway Act of 1950 provides that all projects to be constructed with Federal-aid secondary funds shall be selected "by the state highway department and the appropriate local officials in cooperation with each other." The Oregon State Highway Commission has selected the following project on state highways in Baker County for construction with that portion of the FAS funds available to the state for use on the state highway portion of the FAS System:

FEDERAL FISCAL YEAR 1954 FUND

Sumpter Valley Secondary Highway (FAS 502)
Boulder Gorge Section. Grading and topping.......... $49,000

If the Baker County Court concurs in the selection of the above project, please indicate so by signing the second copy of this letter in the space provided and returning same to this office. Your immediate attention to this matter would be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

NOTED
J. F. HAGEMANN

BAKER COUNTY COURT

Date Nov. 15, 1955

Boyd Rea
Judge

Commissioner

Commissioner

RECEIVED
AUG 18 1955
FOR FILING

S-97(3)
4614

August 17, 1955

Oregon State Highway Commission

Gentlemen:

While you have approved the contracting of the Boulder Gorge Section of the Sumpter Valley Secondary Highway, you have not specifically authorized the use of federal-aid secondary funds for this work.

We have a saving of approximately $49,000 of such funds in Division No. 5, and it is requested that you approve the allocation of $47,000 of this amount to the Boulder Gorge Section. We are currently requesting the Bureau of Public Roads to program this project, with the hope that it can be contracted this fall.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probert
Mr. C. H. Maison

WCW:me lg

RECEIVED
AUG 18 1955
FOR FILING

Const
R/W
Sumpter Valley Sec

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16th, 1955

SUBJECT:

To: Mr. S. H. Probert
Office Engineer

Referring to the Boulder Gorge Section of the Sumpter Valley Highway in Baker County, we have a problem with respect to handling traffic during the construction period. This has been resolved in the following manner:

The general public will use an existing detour for a period not to exceed three weeks. The mail route will use the existing detour but will look to the Highway Commission to reimburse him for the additional mileage. This is a minor matter, and I have requested money be placed in the project authorization to cover it.

The school district has seven children who must be picked up above the Boulder Gorge Section. They have agreed that if we will furnish to them a station wagon or other suitable vehicle that will haul seven children they will use this vehicle above Boulder Gorge and their regular bus below. The only expense to the State would be the furnishing of the vehicle for the closure period, which should not be longer than three weeks.

I have asked Mr. O'Neil to put these items in the project authorization.

Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams

RECEIVED
AUG 17 1955
OFFICE OF
STATE HIGHWAY ENGINEER

p

RECEIVED
AUG 1 - 1955

FOR FILING
Const
R/W
Sumpter Valley Sec.

Salem, Oregon
August 1, 1955

Mr. W. C. Williams
Deputy State Highway Engineer

Dear Mr. Williams:

As the Commission Minutes show no allotment of funds for the proposed Boulder Gorge Section of the Sumpter Valley Secondary Highway in Baker County, the Commission should be asked to allot $47,000 of 1954 Federal Secondary Funds at the August meeting.

This allotment is offset by a saving of $49,000 on the grading and paving of the Joseph-Sheep Creek Hill Section in Wallowa County.

Very truly yours,

S. H. Probert
Office Engineer

SHP:ia

RECEIVED
AUG 15 1955
FOR FILING

Const
R/W
Sumpter Valley Sec.

July 20, 1955

Oregon State Highway Commission

Gentlemen:

I hand you herewith survey approval map of the Boulder Gorge Section of the Sumpter Valley Highway as approved by the Highway Commission on July 13, 1955. Bids on this section are scheduled to be called for the September meeting.

Very truly yours,

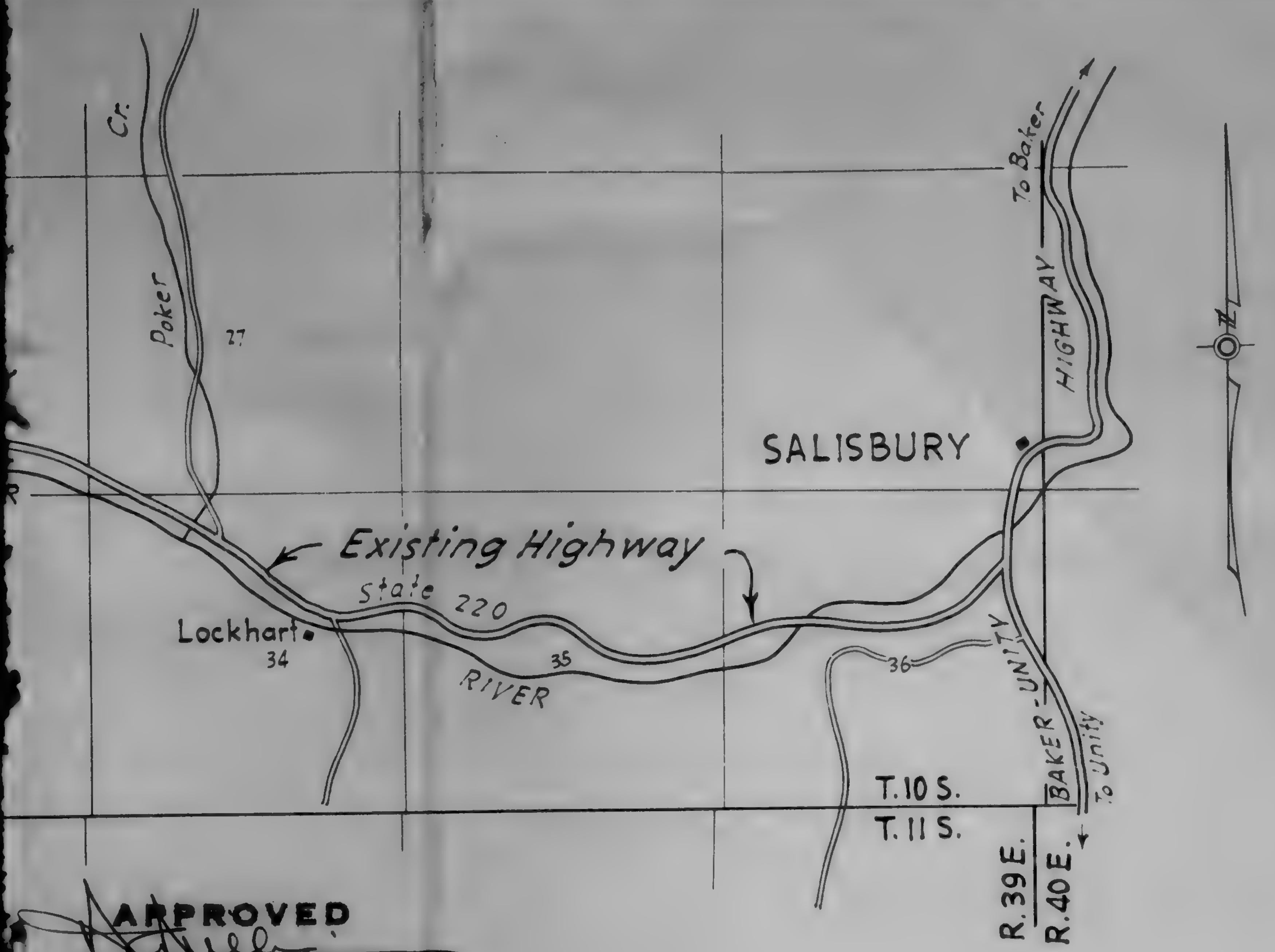
W. C. Williams
Acting State Highway Engineer

WCW:mo

Enclosure

cc Mr. H. G. Smith

1R-5-761


Cr.
Poker
27
To Baker
HIGHWAY
N
SALISBURY
Existing Highway
State 220
Lockhart
34
35
RIVER
36
BAKER-UNITY
To Unity
T.10 S.
T.11 S.
R.39 E.
R.40 E.

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Date 7-13-55

OREGON STATE HIGHWAY DEPARTMENT

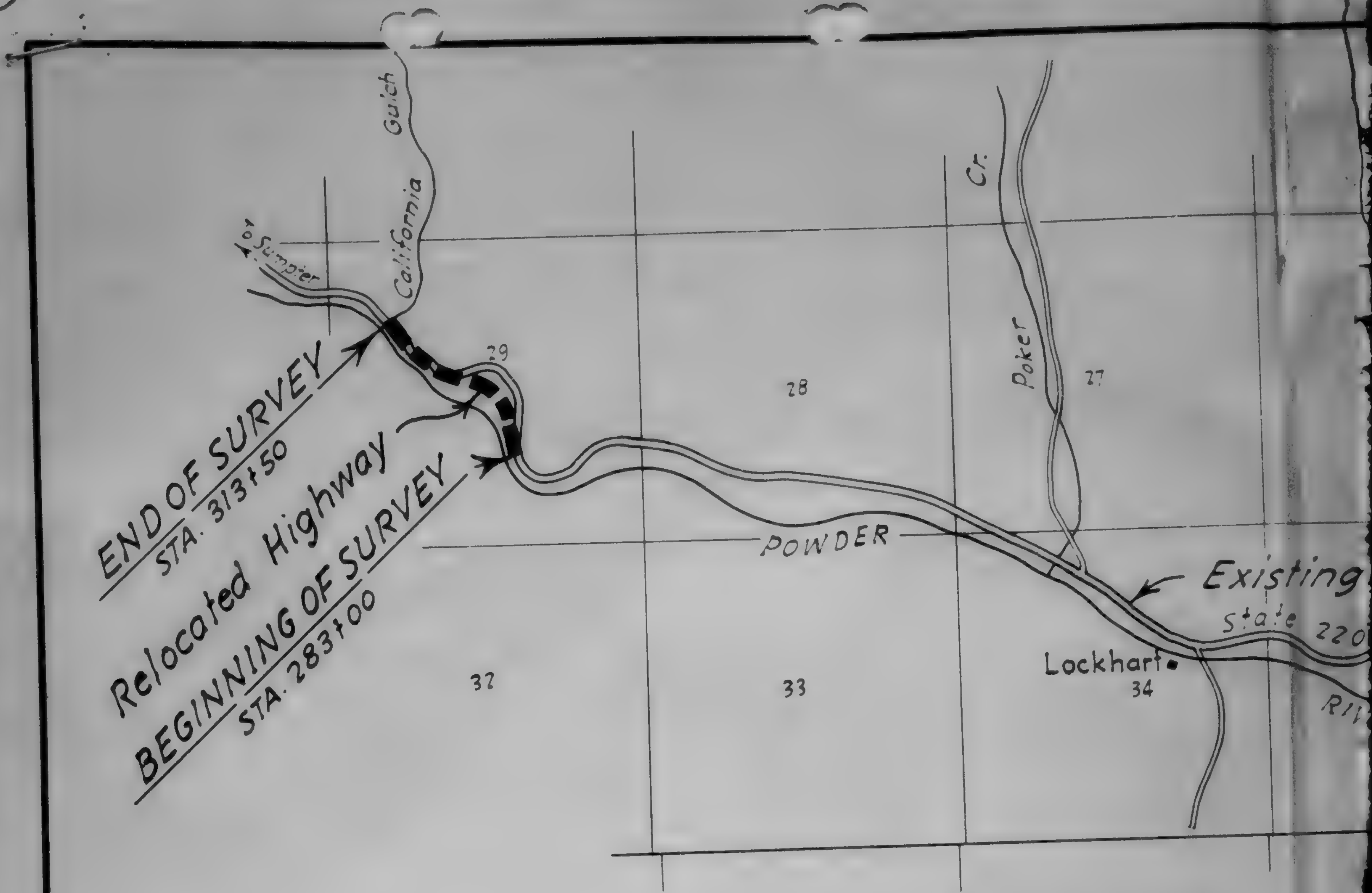
Survey Approval Map

BOULDER GORGE SECTION

SUMPTER VALLEY HIGHWAY

BAKER COUNTY

Scale: 2" = 1 Mi. July, 1955


to Sumpter
California Gulch
END OF SURVEY
STA. 313+50
Relocated Highway
BEGINNING OF SURVEY
STA. 283+00
29
28
27
Poker Cr.
POWDER
Existing
State 220
Lockhart
32
33
34
RIV

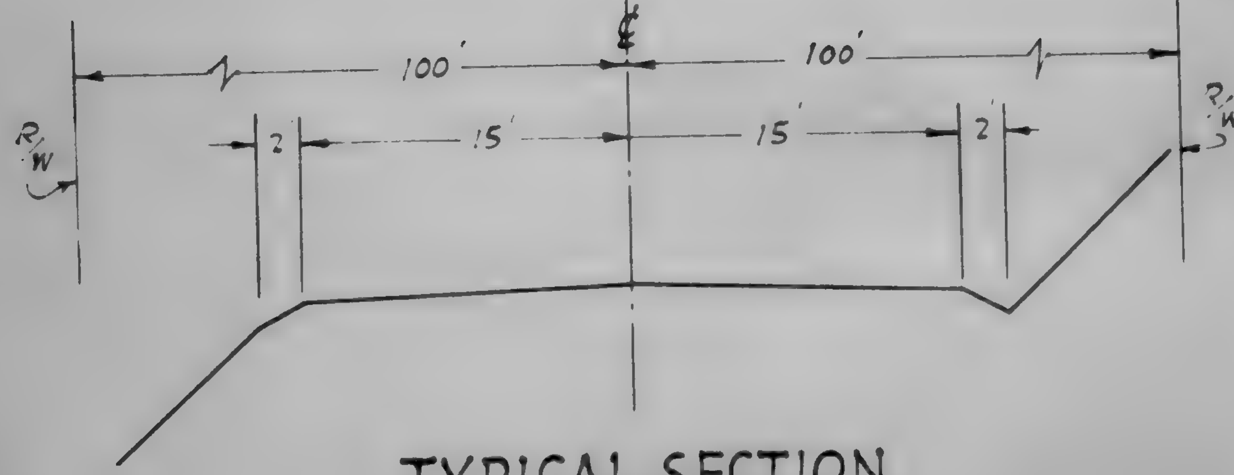
APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Date 7-13-55

OR

BO


100'
℄
100'
R/W
2
15'
15'
2'
R/W

TYPICAL SECTION

Memo to file 7-18-55

Judge [illegible] advises
by phone this date
that the State may use
the old Auburn Co road
for a detour providing
that State will maintain
it during the period
of detour.

JWC

NOTED
J. F. HAGEMANN

RECEIVED
JUL 21 1955
FOR FILING

Const
R/W
Sumpter Valley Sec

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 12, 1955

NOTED
W. C. WILLIAMS

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer

OFFICE

Herewith seven copies of a sketch map of the Boulder Gorge Section of the Sumpter Valley Highway for use in securing the Commission approval of the survey.

This is a section which the Commission ordered surveyed sometime back and which is estimated to cost $40,000 for grading and light surfacing.

Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:dt

Attach.

RECEIVED
JUL 21 1955
FOR FILING

FORM E30—20M—10-54
Const
RW
Sumpter Valley Sec

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 8th, 1955

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Deputy State Highway Engineer

Plans for the Boulder Gorge Section of the Sumpter Valley Highway are in Salem and may be contracted at any time. I do not see the job listed in the schedule of contract lettings, nor do I know if any money has been assigned to the project.

Will you please advise.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:AR

RECEIVED
JUL 8 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
June 23, 1955

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Mr. Smith:

We are submitting herewith, Special Provisions, Estimate of Cost and Statement of Material Sources for the Boulder Gorge Section of the Sumpter Valley Highway in Baker County.

There is being forwarded to you this date by express, the following location records pertaining to the above project.

1	Roll 100' Location Detail Map
1	Roll Location Profile
1	Platted Location Cross-Sections
1	Roll Working Profile & Mass Diagram
1	Straight Line Chart showing mile points
1	Roll Property Description and Plat for Gravel Pit
1	Book P & L Line Transit Notes, L Line Level Notes, L Cross-Section Notes, Section Corner Notes and Gravel Pit Notes
1	Pad P & L Line Coordinates
1	Pad Earthwork Computation Sheets
1	Envelope R/W Descriptions & Statements of Information, etc.
6	Copies Field Report on Material Source
1	Locating Engineer's Soil Exploration Report
1	Locating Engineer's Right of Way Report
1	Locating Engineer's Statement

There seems to be a very serious traffic problem in connection with the construction of this section. There is not sufficient room in the gorge to provide for continuous traffic through the construction period.

The logging traffic at this time is comparatively heavy. Three concerns are hauling at this time, each with several units. However, it is my opinion that they would be willing to close down their operations for a period long enough

[illegible]
FORREST COOPE

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
June 23, 1955

SUBJECT:

To: Mr. E. G. Smith - cont.
Page 2

to complete the grade through this section of the gorge proper.

There is a possible detour by way of the old Auburn Road. This could be used by passenger cars and light truck traffic during the summer months, but would not be adequate for the logging traffic. This road connects with the Baker-Unit Highway at M.P. 38.8 and connects with the Sumpter Valley Highway approximately 2½ miles westerly from the gorge. The total length of this road is approximately 12 miles.

The Auburn Road is gravel surfaced from its' junction with the Baker-Unity Highway to the ghost town of Auburn, a distance of about five miles. From Auburn to its' junction to the Sumpter Valley Road, it is unimproved and involves two short sections of grade approximateing 20% and has a section width varying from 12 to 24 feet. The unimproved section could be greatly improved by means of a grade blader for a nominal cost. If it is at all possible to close the Sumpter Valley Road through the gorge for a period of approximately two or three weeks during the construction, I would recommend that it be done; as it would be extremely hazardous to carry the traffic through the gorge during the grading.

I have set the completion dat for the grading at September 15, as after that date, the school bus will again be in operation, which will require the use of this highway.

There are as many as ten trees on the right-of-way which would be classed as commercial timber. Arrangements should be made with the Forestry Dept. for their removal.

Very truly yours,

E. G. Bickmore

E. G. Bickmore
Ass't. Division Engineer

EGB:fd

1955
OFFICE OF
CONSTRUCTION ENGINEER

US-31(5) S. 6th St.(K. Falls) Gr. Sep. 1956
Struct. over S.P.R.R., Klamath
#4615 Falls-Lakeview Hwy. Folder # 2

RECEIVED
AUG 28 1958
FOR FILING
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 26, 1958

4615

SUBJECT: Request for Traffic Signals
S. Sixth St. (ORE66) at Washburn Way
Klamath Falls

To: G. S. Paxson
Assistant State Highway Engineer
Office

There is attached a suggested draft to Mr. Lawrence E. Slater, Mayor, City of Klamath Falls, on the above subject. As is mentioned in the draft, the installation of traffic signals at this intersection was originally proposed to the City on April 4, 1956. We did not receive an answer to our proposal.

ORIGINAL SIGNED BY F. B. CRANDALL
Traffic Engineer

F. B. Crandall
Traffic Engineer

VPJ:kg
Attachment
cc: Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
AUG 28 1958
FOR FILING

UT-31 (5) [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 26, 1958

4615

To: C. S. Paxson
Assistant State Highway Engineer
Office

SUBJECT: Request for Traffic Signals
S. Sixth St. (ORE66) at Washburn Way
Klamath Falls

There is attached a suggested draft to Mr. Lawrence E. Slater, Mayor, City of Klamath Falls, on the above subject. As is mentioned in the draft, the installation of traffic signals at this intersection was originally proposed to the City on April 4, 1956. We did not receive an answer to our proposal.

ORIGINAL SIGNED BY F. B. CRANDALL
Traffic Engineer

F. B. Crandall
Traffic Engineer

VPJ:kg
Attachment
cc: Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
JUL 2 - 1958
FOR FILING

4I-31 (5)

4615

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 1, 1958
Salem Office

SUBJECT: Pux 129-South Sixth St. O-Xing
Klamath Falls

RR-158

To: Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

Herewith I hand you fully executed copy of agreement with Southern Pacific Company regarding additional costs on the South Sixth Street Overcrossing project in Klamath Falls.

Distribution of copies has been made as indicated below.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Ivan D. Merchant (6)
Mr. Tom Edwards (2)

RECEIVED
JUL 1 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 5 1958
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

IT-31(5)

4615

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 1, 1958

Mr. W. M. Jaskle
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco, California

Re: Pux 129
South 6th Street Overcrossing
Klamath Falls

Dear Mr. Jaskle:

Herewith I return to you duplicate counterparts of supplemental agreement covering the above titled project, your File 912457/323, which copies were executed by the State Highway Commission on April 28, 1958.

Under paragraph 2 the date has been left blank as to when the supplemental agreement shall be effective. You may either show the date of execution by the Highway Commission or the date of execution by Southern Pacific Company, as you may consider most desirable.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper ✓
Mr. G. S. Paxson
Mr. Ivan D. Merchant

NOTED
FORREST COOPER

RECEIVED
MAY 2 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 19 1958
FOR FILING
411-31(5)

4615

file

Salem, Oregon
April 30, 1958

Pux 129
South Sixth Street O-Xing
Klamath Falls

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached for further handling are two copies of an agreement with the Southern Pacific Company relative to construction items for which Southern Pacific Company is to be reimbursed in connection with the construction of the South Sixth Street Overcrossing project in Klamath Falls and the demolition of the prior structure. These copies have been executed by the State Highway Commission and are now ready for the signature of the officials of the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Secretary

rn
Attach: 2

Ret + filed 7-2-58

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

April 7, 1958

Salem Office

SUBJECT: Pux 129
South Sixth Street O-Xing
Klamath Falls

To: Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

L

Herewith I hand you original and first copy of supplemental agreement relative to construction items for which Southern Pacific Company is to be reimbursed in connection with the construction of the South Sixth Street Overcrossing project in Klamath Falls and the demolition of the prior structure. The revised estimate of cost has been examined by Mr. Ivan D. Merchant, Bridge Engineer, and has been approved by him.

The instrument has been approved as to form by Mr. Lindas and myself.

After execution by the State Highway Commission, please return both copies to me for further handling.

J. W. DeSouza

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Ivan D. Merchant

AUTHORIZED BY HIGHWAY COMMISSION
DATE 1-26-56 R.R. File # 458
HBGlaisyer
Secretary

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date Apr. 9, 1958

original agreement

New structure $28,570

Remove old structure 2430

31,000

actual cost 33,855

overrun 2,855.

RECEIVED
APR 25 1958
FOR FILING

UT-31 (5)

4615

OREGON STATE HIGHWAY DEPARTMENT

(date)
April 23, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4615	21 Final	Tom Lillebo	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
8628	H210265	$ 30,759.53	4-23-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date:	Aug. 31, 1957
Time Extensions:	Oct. 30, 1957
Completion Date:	Oct. 30, 1957
Date Accepted:	Jan. 16, 1958
Penalties:	None of record
Claims:	Garnishment in favor of Ned Putnam against F. L. Somers, subcontractor, in sum of $300 with costs taxed at $10.20.
Remarks:	

Date: Apr. 23, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: APR 24 1958
GRW.

NOTED ON CARD
GM

RECEIVED
APR 14 1958
FOR FILING

11-31(3)

4615

Apr. 14, 1958

CERTIFIED MAIL

Federal Insurance Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4615 for railroad overcrossing on the So. Sixth Street (Klamath Falls) Section of the Klamath Falls-Lakeview Highway in Klamath County was completed by the contractor, Tom Lillebo, on Oct. 30, 1957, and was formally accepted by the Highway Commission on Jan. 16, 1958.

Final payment in the amount of $30,759.53 will be released to the contractor, assigned to Tom Lillebo Construction Co., on or after April 24, 1958. The total contract amount is $883,134.78, of which amount $6,950.63 represents force account items.

There is a notice of garnishment filed against the subcontractor, F. L. Somers, in the sum of $300, together with costs taxed at $10.20, of which you have been previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

RECEIVED
APR 11 1958
FOR FILING
FORM 230-X—12½M—8-55—85209

UI-31 (5)

415

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

April 7, 1958
Salem Office

SUBJECT: Pux 129
South Sixth Street O-Xing
Klamath Falls

To: Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

Herewith I hand you original and first copy of supplemental agreement relative to construction items for which Southern Pacific Company is to be reimbursed in connection with the construction of the South Sixth Street Overcrossing project in Klamath Falls and the demolition of the prior structure. The revised estimate of cost has been examined by Mr. Ivan D. Merchant, Bridge Engineer, and has been approved by him.

The instrument has been approved as to form by Mr. Lindas and myself.

After execution by the State Highway Commission, please return both copies to me for further handling.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper ✓
Mr. G. S. Paxson
Mr. Ivan D. Merchant

NOTED
FORREST COOPER

RECEIVED
APR 7 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 22 1958
FOR FILING

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

4615

Jan. 20, 1958

Tom Lillebo Construction Co.
Box 365
Reedsport, Oregon

Gentlemen:

The State Highway Commission at its meeting held on Jan. 16 had under discussion your request for an extension of time from Aug. 31, 1957, to Oct. 30, 1957, within which to complete your Contract No. 4615, for So. Sixth Street Railroad Overcrossing in Klamath Falls, on the Klamath Falls-Lakeview Highway in Klamath County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: ~~P. M. Stephenson~~
Ivan Merchant
Dean Swift
R. W. Ellison

NOTED ON CARD

RECEIVED
JAN 16 1958
~~FOR FILING~~
[illegible]
41

January 15, 1958

Request for Extension of Time
No. 5
January 16 and 17 meeting

Oregon State Highway Commission

Gentlemen:

Re: South Sixth Street Railroad Overcrossing
Contract No. 4615

Tom Lillebo, contractor for the South Sixth Street Railroad overcrossing, has requested an extension of time on this contract from August 31, 1957 to October 30, 1957.

The structure was open to traffic on August 9, 1957. At the contract completion date on August 31, the contractor had some miscellaneous items of work to complete, however, at that time it was necessary to order additional electrical equipment from the factory in the East to replace defective equipment in the traffic control system.

This is a Federal-aid project and the Bureau of Public Roads has agreed to the above-mentioned extension of time without penalty on this contract.

It is recommended that the extension of time without penalty be granted the contractor.

This contract does not carry the liquidated damage provision.

Very truly yours,

W. C. Williams
State Highway Engineer

Attached

IDM/mm

FORM E-128X 80M 8-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JAN [illegible] 1958
FOR FILING

07-31(5)

4415

January 7, 1958

Mr. E. A. Thomas
City Engineer
City of Klamath Falls
Klamath Falls, Oregon

Dear Mr. Thomas:

This further acknowledges your letter of December 3, 1957, in regard to the steel traffic-signal pole on the southwest quadrant of South Sixth Street in your city. This matter has been made the subject of a field investigation, during which your assistant, Mr. C. L. Sanders, was contacted.

Investigation discloses that this pole is not bending but that the base has twisted in the ground. The condition can be corrected only through construction of a new concrete base.

The traffic-signal controller, with power feed and supervisory circuit, is on this pole. Because of this, the work of correcting the existing condition is estimated to be $700. The State Highway Department is willing to proceed with the change if the City will submit its check for one-half the estimated cost of the work.

Will you please advise me of the reaction of city officials to this proposal.

Very truly yours,

ORIGINAL SIGNED
W. C. WILLIAMS

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. F. B. Crandall

NOTED
G. S. PAXSON

RECEIVED
DEC 30 1957
FOR FILING

7W 31 (5)

4615

Dec. 27, 1957

CERTIFIED MAIL

Federal Insurance Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Tom Lillebo, assigned to Tom Lillebo Construction Company, in connection with Contract No. 4615, for Klamath Falls So. Sixth Street Overcrossing, Klamath Falls-Lakeview Highway in Klamath County. This payment, in the amount of $39,759.43, will be released to Tom Lillebo Construction Company on or after Jan. 6, 1958. The retained percentage is $26,362.12.

A notice of garnishment was filed Oct. 2, 1956, by Ned Putnam against F. L. Somers, subcontractor to Tom Lillebo, in the sum of $300.00 together with costs taxed at $10.20.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

NOTED ON CARD
elm

RECEIVED
DEC 30 1957
FOR FILING

71 21 (5)

4615

Dec. 27, 1957

CERTIFIED MAIL

Federal Insurance Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Tom Lillebo, assigned to Tom Lillebo Construction Company, in connection with Contract No. 4615, for Klamath Falls So. Sixth Street Overcrossing, Klamath Falls-Lakeview Highway in Klamath County. This payment, in the amount of $39,759.43, will be released to Tom Lillebo Construction Company on or after Jan. 6, 1958. The retained percentage is $26,362.12.

A notice of garnishment was filed Oct. 2, 1956, by Ned Putnam against F. L. Somers, subcontractor to Tom Lillebo, in the sum of $300.00 together with costs taxed at $10.20.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

NOTED ON CARD
csu

files

Glaisyer

RECEIVED

FOR FILING

FORM 330

I-5-31(5)

4615

ORECON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem
December 13, 1957

SUBJECT: Permit for water pipe under railroad tracks, South Sixth Street-Klamath Falls project
Agenda item 5-g

To: Mr. W. W. Stiffler
Assistant State Highway Engineer

Office

Please find attached hereto two copies of the above mentioned permit which has been signed by the State Highway Commission.

I would appreciate it if you could have the proper party forward these two copies to the Southern Pacific Railroad and have them sign and return, to Mr. Glaisyer, one copy of the same for our file.

FRANK C. McKINNEY
Chief, Office Section

FCMcK:ma

enc.

cc Mr. H. B. Glaisyer
Mr. Leonard I. Lindas
Mr. F. W. Farrar

Rec'd + sent to Files
12-30-57

REFERRED TO
Jenny
BY SECRETARY

watch for our copy

RECEIVED
DEC 11 1957
FOR FILING

UI-31(c)

#15

Dec. 10, 1957

Acme Concrete
P. O. Box 68
Klamath Falls, Oregon

Attention: J. C. Lemire

Gentlemen:

We have your communication of December 5, 1957, advising us that you have received a check from Cushing Bros., Salem, in the amount of $59.75, which covered their past due account in connection with our Contract No. 4615, awarded to Tom Lillebo, Reedsport.

We will notify the surety company of the receipt of your letter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Federal Insurance Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

NOTED ON CARD
OM

December 5, 1957

State Highway Dept.
Salem, Oregon

Attention: H. B. Glaisyer

Dear Sir:

Referring to your letter to us of November 7, 1957, please be advised that we have received a check from Cushing Bros., Salem, in the amount of $59.75 to cover their past due account in connection with your contract No. 4615 awarded to Tom Lillebo, Reedsport.

Please accept our thanks for your assistance in this matter.

Yours truly,

ACME CONCRETE

J. C. Lemire
Owner

c.c. Tom Lillebo Cons. Co., Reedsport
Asphalt Paving Co., Klamath Falls
Cushing Bros., Salem, Oregon

JCL:kl

REFERRED TO ~~Lively~~
BY SECRETARY

payment letter
record on card

RECEIVED
DEC [illegible] 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
em

RECEIVED
[illegible] 1958
FOR FILING

A

FORM E30—50M—2-57—1476

US-31(5)
4615

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem
November 15, 1957

SUBJECT: Maintenance Agreement
S. 6th Street Overcrossing Section
Klamath-Lakeview Highway No. 20
City of Klamath Falls

To: Mr. G. S. Paxson
Asst. State Highway Engineer

Office

L

Enclosed herewith, as per your request of October 30, are ten copies of above captioned agreement.

It is our understanding that the City-County Relations will furnish additional copies of the exhibit.

G E Rohde
G.E. ROHDE
Assistant Counsel

GER
MA

enc.

ccLeonard I. Lindas

RECEIVED
NOV 19 1957

RECEIVED
NOV 18 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

1

ASSIGNMENT

Date: 11/19/57 No. 341 By GSP

Description: Maintenance agreement - S. 6th Street Overcrossing Section, Klamath-Lakeview Highway No. 20, between State and City of Klamath Falls.

Acknowledged by_____ Referred to SWENSON ✓

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
__Return with rough draft of reply
__Prepare reply for signature of Mr._______
__Contact correspondent and report

Remarks: Please check and if okeh get signatures of City officials.

Executed 10/27/58 Report Received________

HIGHWAY DEPARTMENT

er's Weekly Report

CTION PROJECTS ONLY

A

II-31(5)
4615

O'xing

For Week Ending November 9, 1957

Kind of work 836' St. & RC Struct. & approaches

Section prefix 18-1072

Contract number 4615

56 Date of Completion August 31, 1957

56 Estimated Date of Completion

3 Per cent of time elapsed 112.09 %

Grading only $289,3[illegible].25

%

Grading only 99 %

% Date project was completed Oct 30, 1957

ty and by contractor, important development, instructions to contractors, el of party, etc.:

ffice during this week on data for the semi-

CONSTRUCTION DIVISION
RECEIVED
NOV 12 1957
NOTED-- CE ACE COE

Noted
M. N. Jave

Signed W. Reid Meritt
W. R. Meritt, Resident Engineer

Address P.O. Box 1090, Klamath Falls, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

Form E-1—10M—12-56

(I-21(5)
4615

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 9, 1957

Section South Sixth Street (Klamath Falls) RR O'xing Klamath Falls

Kind of work 836' St. & RC Struct. & approaches

Highway Lakeview County Klamath

Section prefix 18-1072

Contractor Tom Lillebo

Contract number 4615

Date of contract January 30, 1956

Date of Completion August 31, 1957

Date work started January 30, 1956

Estimated Date of Completion

Project authorization 1,019,997.28

Exclusive of engineering $ 947,464.14

Per cent of time elapsed 112.09 %

Estimated cost of completed project, exclusive of engineering . . . Grading only $ 289,328.25

Estimated per cent overrun or underrun . . . %

Per cent of contract completed, based on total contract price . . . Grading only 99 %

Engineering authorization $ 23,145.94

Engineering cost to date $ 45,348.65, 195.92 %

Date project was completed Oct 30, 1957

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Two men worked part time in the office during this week on data for the semi-final estimate.

CONSTRUCTION DIVISION
RECEIVED
NOV 12 1957
NOTED-- CE [illegible] ACE COE

Noted
M. N. Juve

Signed W. Reid Meritt
W. R. Meritt, Resident Engineer
Address P.O. Box 1090, Klamath Falls, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)	88,200 c.y.	10,200 c.y.	-	204 Agg. 31 Tons	5,000 Tons
Total quantities corrected to date	76,528 c.y.	11,536.5 c.y.		264.5 Agg. 30.61 Tons	5,450 Tons
Estimated quantities moved or placed to date	76,528 c.y.	11,536.5 c.y.		264.5 Agg. 30.61 TOns	5,444 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Cloudy		
Friday	Cloudy		
Saturday			

RECEIVED
NOV 12 1957
FOR FILING

4615

files

Nov. 7, 1957

Federal Insurance Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

A letter has been received from Acme Concrete, P. O. Box 68, Klamath Falls, Oregon, advising that Cushing Bros., 1853 No. Capital St., Salem, owe them the sum of $59.75 for concrete delivered to what appears to be the South Sixth Street Overcrossing in Klamath Falls. This contract was awarded to Tom Lillebo under our Contract No. 4615.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

K:es

cc: Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

Tom Lillebo
P. O. Box 365
Reedsport, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
em

Nov. 7, 1957

Acme Concrete
P. O. Box 68
Klamath Falls, Oregon

Attention: J. C. Lemire

Gentlemen:

This is to acknowledge your letter of November 4 advising that Cushing Bros., Salem, owe you the sum of $59.75 for concrete delivered to them in connection with construction of the new viaduct over the Southern Pacific right of way in Klamath Falls.

It appears that this claim pertains to our Contract No. 4615, awarded to Tom Lillebo, Reedsport, for construction of the So. Sixth Street Overcrossing. The contract is not yet complete.

Federal Insurance Company, 803 Title & Trust Building, Portland 4, furnished the performance bond for this contract, which bond is given to assure completion of the contract and payment of all bills incurred in it. The State does not deal with subcontractors, but looks to the principal contractor for satisfactory performance of the contract and the payment of bills.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, you should file the claim with the Secretary of State. Attached are excerpts from the Oregon laws outlining the procedure for such a filing. In the meantime, we will advise Mr. Lillebo and the surety that your claims has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:em
attach.

NOTED ON CARD

November 4, 1957

Oregon State Highway Comm.
Salem, Oregon

Attn: H. B. Glaisyer

Dear Sir:

We wish to advise you that Cushing Bros., of 1853 No. Capital St., Salem, Oregon are in default of payment to us in the amount of $59.75 since July 1957. The sum involved is for concrete delivered to the new viaduct over the Southern Pacific right-of-way in this city.

Please send us the necessary forms so we may obtain payment of the money due us.

Yours truly,

ACME CONCRETE

J. C. Lemire
Owner

c.c. Asphalt Paving Co.
c.c. Cushing Bros.

REFERRED TO [illegible]
BY SECRETARY

[illegible]

RECEIVED
NOV 6 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
[illegible]

RECEIVED
OCT 30 1957
FOR FILING

[illegible]

[illegible]

Salem, Oregon
October 30, 1957

Maintenance Agreement
S. 6th Street Overcrossing Section
Klamath-Lakeview Highway No. 20
City of Klamath Falls

Mr. Leonard I. Lindas
OFFICE

The subject named project has been completed and is now in use. As a part of the project there was some landscaping done which included the installation of a sprinkling system. The city was contacted to see if they were willing to furnish water in connection with the maintenance of the landscaping. The mayor advised (see attached letter) that the Council has gone on record agreeing that the city will supply the water for irrigation. As the project has been completed, it will be necessary to start irrigation sometime in the spring of 1958. It is required that a formal agreement be executed by the State and City sometime prior to the time irrigation becomes necessary. The agreement should cover the points that the State is to maintain the landscaping and the city is to furnish the water for the irrigation of said landscaping.

Please prepare ten copies of the agreement in addition to any required by the Legal Division.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: Tom Edwards
Mark Astrup
C. G. Swenson

A

RECEIVED
JUL 23 1957

~~FOR FILING~~

419

July 22, 1957

Mr. Clarence R. Wicks
Hart, Spencer, McCulloch, Rockwood and Davies
1410 Yeon Building
Portland 4, Oregon

Dear Sir:

Pursuant to your letter of June 25, we have investigated the matter of the breakage of the underground electrical conduit in front of the office building of the Great Northern Railway Company at 1340 South Sixth Street in Klamath Falls.

This investigation has revealed that the subcontractor on the grading work on this job was advised as to the location and depth of the cable. Prior to grading over the area occupied by the cable, he contacted the Great Northern Railway people and had them kill the cable. After the grading work was completed and the cable was re-energized, it was found that it had been broken by the equipment running over it.

Under the terms of our contract with the Lillebo Construction Company, it has agreed to hold the State harmless in matters of damage of this kind. It is therefore suggested that any action which you deem necessary for the collection of damages should be directed to the Lillebo Construction Company, Reedsport, Oregon. I am, by copy of this letter to the Lillebo Construction Company and to Mr. F. L. Somers, subcontractor, advising them of our stand in this matter.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Lillebo Construction Company
Reedsport, Oregon

Mr. F. L. Somers
Post Office Box 668
Medford, Oregon
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Dean Swift

LHY:jc fn

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 19, 1957

SUBJECT: South Sixth Street Overcrossing
Klamath Falls-Lakeview Highway
Contract No. 4615

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

I am forwarding herewith a suggested rough draft to the firm of Hart, Spencer, McCulloch, Rockwood and Davies representing the Great Northern Railway Company in the matter of the breakage of an electrical underground conduit in connection with grading work on the subject named job. I attach hereto copies of reports from Dean Swift and Mr. J. G. Toole, who was resident engineer on the job at that time. A condensation of their reports follows:

1. Lillebo Construction Company were the prime contractors on this project, with F. L. Somers being subcontractor on the grading portion of the work.
2. The location of the conduit was known and pointed out to the contractors' representatives. The elevation of the conduit was about one foot below subgrade elevation.
3. In witness of the above the contractor, prior to grading over the cable, had the electricity turned off. The subgrade was quite yielding at this point and upon completion of the grading work over the cable and the juice was turned on it was found that the cable had been broken.
4. It is believed that Article 1.7.15 of the General Specifications is applicable in this instance and makes the contractor responsible for the damage.

I am attaching hereto copies of previous correspondence between the Lillebo Construction Company and the Great Northern Railway and between our resident engineer, Reid Meritt, who succeeded Mr. Joe Toole on the job, and the Great Northern Railway. Also attached is a copy of Mr. Meritt's letter of October 23, 1956 to F. L. Somers regarding responsibility for the damage.

Tom Edwards
Construction Engineer

NOTED
FORREST COOPER

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc
Attach.

FORM E-20X—37,500—8-56—96658

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1957

SUBJECT: South 6th Street Overcrossing
Klamath Falls-Lakeview Hwy.
Contract No. 4615

To: Mr. Tom Edwards
Construction Engineer
Office

Attention: Mr. L. H. Young

In response to your request for a report in regard to claim of the Great Northern Railway Company for damages to their underground cable on South 6th Street at Klamath Falls, can advise as follows:

The conditions, I believe, are fairly well covered in letter from Mr. Swift. I do not have any knowledge of the actual breaking of the cable, but any damages to the conduit, I believe, can be attributed to the use of the heavy equipment over and around the conduit. As I recall, The Great Northern Railway Company had planned to replace the underground cable with an overhead line at completion of work. They had a temporary overhead arrangement for service, which I understood was satisfactory until a more permanent installation could be made. I do not recall any complaints or discussions of the damage to the conduit. This was probably due to the fact that it was not planned to reuse the old cable.

As the matter stands, it appears to me that the contractor would be responsible for such costs as necessary to repair the conduit and the new construction would be a responsibility of the Great Northern Company. If necessary to relocate the underground cable, (which was never considered as the overhead line was preferred), this cost would be a responsibility of the City of Klamath Falls. According to the contract the city had to take care of the relocation of the Utilities on the project.

J. G. Toole
Planning & Locating Engineer

JGT:am
cc-Tom Edwards ✓

FORM E-30X—37,500—9-56—96858

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1957

SUBJECT: South 6th Street Overcrossing
Klamath Falls-Lakeview Hwy.
Contract No. 4815

To: Mr. Tom Edwards
Construction Engineer
Office

Attention: Mr. L. H. Young

In response to your request for a report in regard to claim of the Great Northern Railway Company for damages to their underground cable on South 6th Street at Klamath Falls, can advise as follows:

The conditions, I believe, are fairly well covered in letter from Mr. Swift. I do not have any knowledge of the actual breaking of the cable, but any damages to the conduit, I believe, can be attributed to the use of the heavy equipment over and around the conduit. As I recall, The Great Northern Railway Company had planned to replace the underground cable with an overhead line at completion of work. They had a temporary overhead arrangement for service, which I understood was satisfactory until a more permanent installation could be made. I do not recall any complaints or discussions of the damage to the conduit. This was probably due to the fact that it was not planned to re-use the old cable.

As the matter stands, it appears to me that the contractor would be responsible for such costs as necessary to repair the conduit and the new construction would be a responsibility of the Great Northern Company. If necessary to relocate the underground cable, (which was never considered as the overhead line was preferred), this cost would be a responsibility of the City of Klamath Falls. According to the contract the city had to take care of the relocation of the Utilities on the project.

J. G. Toole
Planning & Locating Engineer

JGT:am
cc-Tom Edwards ✓

FORM 230—60M—11-55—90224

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
July 15, 1957

SUBJECT: South Sixth Street Overcrossing
Klamath Falls-Lakeview Highway
Contract No. 4615

To: Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. L. H. Young

In reply to the letter from attorneys representing the Great Northern Railway Company concerning the breakage of an underground conduit to their building on South Sixth Street in Klamath Falls. Your reference #419, F. C.

This conduit was broken by grading operations being done by F. L. Somers, subcontractor on the South Sixth Street Overcrossing, Contract No. 4615. It happened sometime in June, 1956. Joe Toole was Resident Engineer at that time and he did not advise me of the breakage nor do I have his diary. It might be well to see if Toole remembers any part of the incident. Mr. Cliff Saunders, street inspector for the State Highway Department at the time, and now with the City Engineering Department, Klamath Falls, stated that this underground conduit was located for line and depth at the time work was being done, and its location was pointed out to Somers' foreman. The conduit did not show on the plans but was within the excavated section and was over 1.0 foot below subgrade. We have had considerable correspondence concerning this damage, copies of which are enclosed. Note letter dated October 23, 1956, in which Mr. Somers was notified that in as-much as this conduit had been located and pointed out, we felt the damage was due to his negligence.

The contractor's side of the story and one that I have not had until now, is that it was very soft in this area, and that they knew where the cable was. They were afraid to work there with the cable hot and had the power company kill the cable while they did the excavation. When the cable was again activated it was found to be damaged, but had not been touched by any equipment. This story might be verified by Mr. Toole. I am unable to check it with Cliff Saunders as he will not be back from Officers Reserve Training Camp until next Monday.

DEAN SWIFT
Division Engineer

DS:me
Encls.

July 3, 1957

Hart, Spencer, McCulloch, Rockwood and Davies
1410 Yeon Building
Portland 4, Oregon

Attention: Mr. Clarence R. Wicks

Gentlemen:

This will acknowledge receipt of your letter of June 25, 1957, which refers to alleged damage to the Great Northern Railway Company underground conduit in Klamath Falls.

This matter will require field investigation, which will be made immediately, after which we will communicate with you.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. Tom Edwards

Assign No 419 FC

ASSIGNMENT

Date: July 3, 1957 No. 419 By Jc

Description: Letter of June 25 from Hart, Spenser, McCuloch, Rockwood and Davies, stating that Great Northern Railway underground conduit in Klamath Falls has been damaged

Acknowledged by_____ Referred to Edwards ✓

XX Investigate and report [illegible]
__Such action as necessary and report
__Comment or recommendation
XX Return with rough draft of reply
__Prepare reply for signature of Mr._______
__Contact correspondent and report

Remarks:

PLEASE RETURN TO
FORREST COOPER

Executed 7-19-57 me Report Received________

Mr. [illegible]

ULLOCH, ROCKWOOD AND DAVIES
AREY AND KERR)
AW OFFICES

CAPITOL 8-8545
1410 YEON BUILDING
PORTLAND 4, OREGON

June 25, 1957.

sion,

PLEASE RETURN TO
FORREST COOPER

ined by Great Northern Railway
action on its behalf to secure
done to the Railway Company's
sult of grading operations con-
t in Klamath Falls, Oregon, during

According to our information this grading work was done by Mr. Somer's construction company. It is also our understanding that the construction company, acting under the immediate direction of the Highway Commission's resident engineer, made the excavation in front of the Railway Company's building which caused the iron conduit and wires to be broken. As a result the Railway Company was damaged in the amount of $634.

It appears to us that this action on your part constituted a wrongful taking of the Railway Company's property and that each of you would be responsible for the full amount of the damage. Accordingly, we herewith make demand upon you for payment of said sum. In the event you decline this demand, it is our intention to take such steps as may be necessary to enforce the Railway Company's claim.

Will you please let us know by July 26, 1957, as to what action you intend to take with regard to this matter.

Very truly yours,

HART, SPENCER, McCULLOCH,
ROCKWOOD AND DAVIES

By Clarence R. Wicks

Mr. Williams

HART, SPENCER, MCCULLOCH, ROCKWOOD AND DAVIES
(CAREY AND KERR)
LAW OFFICES

CHARLES A. HART
OMAR C. SPENCER
CHARLES E. McCULLOCH
FLETCHER ROCKWOOD
DAVID L. DAVIES
HUGH L. BIGGS
MANLEY B. STRAYER
THOMAS B. STOEL
PAUL L. BOLEY
JAMES P. ROGERS
RICHARD DEVERS
FREDERICK H. TORP
GEORGE H. FRASER
WILLIAM W. WYSE
JOHN R. HAY
CLEVELAND C. CORY
CLARENCE R. WICKS
EDWARD T. CRAM
JOHN E. HUISMAN
DON H. MARMADUKE
HENRY T. LOWE, JR.
GEOFFREY C. HAZARD, JR.
NATHAN J. HEATH
ROBERT H. HUNTINGTON
DAVID G. HAYHURST

CAPITOL 8-8545
1410 YEON BUILDING
PORTLAND 4, OREGON

June 25, 1957.

Oregon State Highway Commission,
State Highway Building,
Salem, Oregon.

PLEASE RETURN TO
FORREST COOPER

Mr. F. L. Somers,
General Contractor,
P.O. Box 668,
Medford, Oregon.

Gentlemen:

We have been retained by Great Northern Railway Company to take appropriate action on its behalf to secure compensation for the damage done to the Railway Company's underground conduit as a result of grading operations conducted on South Sixth Street in Klamath Falls, Oregon, during the month of June, 1956.

According to our information this grading work was done by Mr. Somer's construction company. It is also our understanding that the construction company, acting under the immediate direction of the Highway Commission's resident engineer, made the excavation in front of the Railway Company's building which caused the iron conduit and wires to be broken. As a result the Railway Company was damaged in the amount of $634.

It appears to us that this action on your part constituted a wrongful taking of the Railway Company's property and that each of you would be responsible for the full amount of the damage. Accordingly, we herewith make demand upon you for payment of said sum. In the event you decline this demand, it is our intention to take such steps as may be necessary to enforce the Railway Company's claim.

Will you please let us know by July 26, 1957, as to what action you intend to take with regard to this matter.

Very truly yours,

HART, SPENCER, McCULLOCH,
ROCKWOOD AND DAVIES

By Clarence R. Wicks

COPY

November 21, 1956

Great Northern Railway Company
Office of Division Superintendent
Klamath Falls, Oregon

Attention: Mr. R. H. Hemmesch

Dear Sir:

In reply to your many letters regarding replacement of the electrical conduit in front of your office building at 1340 South Sixth Street, Klamath Falls, Oregon, we wish to advise that we will not assume responsibility for this replacement.

It was my understanding that the Oregon State Highway Department would be responsible for this conduit, but since they will not assume responsibility for it - we most certainly will not.

I have forwarded copies of your letters and information regarding your claim to our insurance agent for his information.

Trusting this will clarify our position in this matter, I am

Very truly yours,

F. L. Somers

F. L. Somers

FLS:mn

cc: W. Reid Merrit
Victor S. Risley Co.

C O P Y

Klamath Falls, Oregon
October 23, 1956

Mr. F. L. Somers
P.O. Box 668
Medford, Oregon

Dear Sir:

With reference to your copy of billing handed to me for temporary repair of private underground electric service to Great Northern Railway Co. and later correspondences regarding replacement of this service with permanent installation, I wish to advise that it is felt the State is not obligated in any way for repair and for replacement.

Prior to the time when your work, which caused this damage, was started this underground conduit was located for line and depth and its location was shown to your forman. Thus it is felt that the damage was the result of your methods and manner of performance of the work.

Very truly yours

W. Reid Meritt,
Resident Engineer

cc to: Mr. Dean Swift
Mr. R. H. Hemmesch, Superintendent
Great Northern Railway Company
Klamath Falls, Oregon

_C_O_P_Y_

F. L. SOMERS
General Contractor
P. O. Box 668
Telephone 3-1053

Medford, Oregon

September 15, 1956

Great Northern Railway Company
Office of Division Superintendent
Klamath Falls, Oregon

Attention: R. H. Hemmeson

Dear Sir:

This will acknowledge your letters of August 24 and September 5, addressed to the Lillebo Construction Co., regarding your power service. These letters were handed to me as we are the ones in charge of the work involving your service.

I have discussed this with the Resident Engineer and as soon as we get a decision from the State as to how payment will be handled for your electric service I will contact you.

Very truly yours,

F. L. Somers

/s/ F. L. Somers

FLS:MN

C O P Y

GREAT NORTHERN RAILWAY COMPANY
Office of Division Superintendent

Klamath Falls, Oregon
September 12, 1956

418-A

Mr. W. Reid Merrill
Resident Engineer
Oregon State Highway Department
Box 1090
Klamath Falls, Oregon

Dear Sir:

Please refer to your copy of our letter August 24, 1956, File 385-A, to Lillebo Construction Company, regarding breakage of conduit in front of our office building, 1340 South Sixth Street, caused by grading operations.

We are advised by the Lillebo Construction Company that Mr. Floyd Sommers, Sub-Contractor is responsible for the damage, and we are also advised that subject should be referred to Oregon State Highway Department for necessary handling and adjustment.

We are very anxious to replace the present temporary electrical connection or set up with permanent installation, prior to arrival of cold weather; however, before arranging for the replacement work, it is necessary that we have statement from the parties responsible for the damage that they are agreeable to assuming the cost of such work.

Will you kindly furnish desired information promptly?

Very truly yours,

Superintendent

cc: Mr. F. B. Kahl

C O P Y

GREAT NORTHERN RAILWAY COMPANY
Office of Division Superintendent

Klamath Falls, Oregon
September 5, 1956

411-A

Lillebo Construction Co.
c/o Oregon State Highway Engineering Dept.
2556 Altamont Drive
Klamath Falls, Oregon

Gentlemen:

May we have reply, please, to our letter of August 24, 1956, File 385-A, regarding breakage of conduit in front of our office building, 1340 South Sixth Street, caused by your grading operations.

We are very anxious to replace the present temporary electrical connection or set up with permanent installation, prior to arrival of cold weather, however, before arranging for the replacement work, it is necessary that we have statement that your company is agreeable to assuming the cost for such work, otherwise we will handle with Oregon State Highway Department to assume the cost.

We would appreciate reply by return mail.

Yours very truly,

/s/ R. H. Hemmesch

Superintendent

COPY

GREAT NORTHERN RAILWAY COMPANY
Office of Division Superintendent

Klamath Falls, Oregon
August 24, 1956

385-A

Lillebo Construction Co.
c/o Oregon State Highway Engineering Dept.
2556 Altamont Drive
Klamath Falls, Oregon

Gentlemen:

Some time during the month of June, while your equipment was grading South Sixth Street in front of our office building, this equipment broke the conduit under South Sixth Street. As a result of breaking the conduit, we, of course, had no means of getting electricity from The California Oregon Power Company, and it was necessary to install a temporary service line.

We requested the East Side Electric Company of Klamath Falls to give us an estimate for the replacement of this service with a permanent overhead line, which we were told would be less costly than replacement of the underground conduit.

Inasmuch as your company was performing this work for the state, and caused the damage, we would be pleased to be advised if you will assume the cost of the permanent facilities, in the amount of $634.00, and if you will accept the bill from us for this amount.

Very truly yours,

Superintendent

cc: Mr. W. Reid Merritt
Resident Engineer
State Highway Department
Box 1090
Klamath Falls, Oregon

RECEIVED
FEB 26 1957
FOR FILING

[illegible]

465

February 25, 1957

Mr. John W. Cunningham
John W. Cunningham & Associates
1112 Portland Trust Building
Portland 4, Oregon

Dear John:

Our resident engineer during the time excavation was underway on the Sixth Street Overpass in Klamath Falls was Mr. Robert Ellison. Mr. Ellison has been transferred to Eugene and can be reached at the highway office there (2191 E. 15th St.). Mr. Ellison will be happy to give you any information he can on the material which you might encounter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. P. M. Stephenson
Mr. Robert Ellison

~~JOHN W. CUNNINGHAM~~
F. S. ZEIDLHACK

CONSTRUCTION
VALUATIONS
REPORTS
DESIGN

JOHN W. CUNNINGHAM & ASSOCIATES
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL ENGINEERS
OREGON, WASHINGTON, IDAHO, CALIFORNIA

PHONE: CAPITOL 8-4765
1112 PORTLAND TRUST BLDG.,
PORTLAND 4, OREGON

FILE 692

February 22, 1957

Mr. Glen Paxson
Assistant State Highway Engineer
Salem, Oregon

Dear Glenn:

Last November I had some correspondence with you regarding foundation conditions at the site of the Sixth St. bridge in Klamath Falls, and you sent me the record of borings. At that time we were considering a sewage treatment plant site over a mile away and wanted to compare with tests we had made. Since that there have been right-of-way difficulties leading up to consideration of another site within 1000 feet of the Sixth St. overpass.

Klamath Falls is a deceiving area. A natural inclination is to look with suspicion on areas of tules and swamp, yet you see places where they have put only a couple of feet of fill on the swamp to keep their feet dry and then have built sizable structures without piling. Our loads will not be heavy, though our structures must contain water and we do not want differential settlement. Our observation is that actually the tules and organic materials are quite shallow, and below that there is a fine gray gritty deposit of considerable depth, probably diatomaceous earth or volcanic material which after drying out is quite stable and should have reasonable supporting power. We hope that we can eliminate piling.

I note on your drawing 12261 that all holes show "black mud" on top underlaid by "sandy, silty clay". Frankly I am inclined to question the description as "mud", and wonder if the word "clay" should not be eliminated or at least de-emphasized. I would like to know who was Resident Engineer when excavation was done and where I might reach him for correspondence or perhaps an interview. I would like to learn what the material was like when dug out for the bridge footings, and get his general opinions.

Thanking you, I am

RECEIVED
FEB 25 1957
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

JOHN W. CUNNINGHAM & ASSOCIATES

By John W. Cunningham
John W. Cunningham

JWC:mdb

RECEIVED
NOV 19 1956
FOR FILING

1. 3/1[illegible]

4[illegible]

November 16, 1956

Mr. John W. Cunningham
John W. Cunningham & Associates
1112 Portland Trust Building
Portland 4, Oregon

Dear John:

Our field notes for the prestressed overcrossing in Klamath Falls are still in the field, and I cannot give you anything too good on the pile behavior at the footings for this structure. I do have the following, however:

At Bent No. 1 we had a penetration of 37 feet below the ground surface and obtained a bearing under Engineering News Record's formula of 23.4 tons.

At Bent No. 5 we had a penetration of 31.5 feet, which was all the piling length we had. While we were driving it, this only gave a bearing under the News Record's formula of about 12 tons. By allowing this to set up over night, we had sufficient freeze onto the piling so that bearings in excess of 20 tons per pile were shown.

At Bent No. 11 we had a penetration of 31.5 feet with a bearing while driving indicated at 17.5 tons, and again we had sufficient freeze after an overnight set to develop bearings well in excess of 20 tons.

At Bearing No. 15 we had 33 feet of penetration and bearings of 20 tons per pile.

The material in the area adjacent to the lake is all pretty much the same, and I would anticipate that you would get fairly equal settlements on any structure that is founded on the material. I do not have any samples of the materials to run any sort of a consolidation test to indicate the amount of settlement that could be expected, but the material is a fine-grain clay with a high voids-ratio and considerable settlement should be expected.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

JOHN W. CUNNINGHAM
F. S. ZEIDLHACK

CONSTRUCTION
VALUATIONS
REPORTS
DESIGN

JOHN W. CUNNINGHAM & ASSOCIATES
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL ENGINEERS
OREGON, WASHINGTON, IDAHO, CALIFORNIA

PHONE: CApitol 8-4765
1112 PORTLAND TRUST BLDG.,
PORTLAND 4, OREGON

FILE 692

November 15, 1956

Mr. Glenn Paxson
Bridge Engineer
State Highway Department
Salem, Oregon

Dear Glenn:

Your secretary sent us a copy of the drawing showing results of boring at the South 6th St. crossing in Klamath Falls. This is very interesting. The borings showing black mud, silty clay and fine sand resemble very closely the results of shallower borings, only about 30 feet deep, about a mile and a half south near the railroad tracks.

The structure we are considering is a sewage treatment plant. The settling tanks will be about 8 feet deep and the principal loading is the contained water, so it will be only about 600 pounds per square foot. This is low as loadings go, but we must not have unequal settlement to cause leakage. The digester loadings will be greater, up to 1200 or 1400 pounds per square foot but these structures due to their circular form are more sturdy. The various tanks are connected by piping in which we can provide for some relative displacement. If the structures all settled together, like the famous Opera House in Mexico City, very little harm would ensue.

You no doubt have a record of the penetration per blow of the piling at different depths, and the total penetration. I will appreciate it if you can give us the typical pile behavior. I see the note on the drawing indicating the formula followed.

Very truly yours,

JOHN W. CUNNINGHAM & ASSOCIATES

By John W. Cunningham
John W. Cunningham

JWC:mdb

NOTED
G. S. PAXSON

~~JOHN W. CUNNINGHAM~~
F. S. ZEIDLHACK

CONSTRUCTION
VALUATIONS
REPORTS
DESIGN

JOHN W. CUNNINGHAM & ASSOCIATES
CONSULTING ENGINEERS
REGISTERED PROFESSIONAL ENGINEERS
OREGON, WASHINGTON, IDAHO, CALIFORNIA

PHONE: CAPITOL 8-4765
1112 PORTLAND TRUST BLDG.,
PORTLAND 4, OREGON

FILE 692

November 9, 1956

Mr. Glen S. Paxson
Bridge Engineer
State Highway Department
Salem, Oregon

Dear Glen:

We are engineers for Klamath Falls on a project involving the construction of a sewer and a sewage treatment plant in the area south of town along the Southern Pacific track. Before the weather stopped us, we were able to get a couple of borings going down about 30 feet and encountering a variety of formations including clay, silt and fine sand, all water bearing. Our problem is to determine how much loading this material will carry and whether we will have to use piling. We may ultimately have to make some actual loading tests though working conditions are not very favorable in this area and at this time of year.

At one time I saw in the office of Taxi Thomas, the City Engineer, borings that the Highway Department had made for the viaduct on Sixth St. Taxi has remarked that these showed conditions very similar to what we encountered. I believe that you used piling under this viaduct. I wonder if you considered the alternative of spread footings without piling and what loadings you felt were justified in this material.

I will greatly appreciate it if you will send us a print showing your boring records for the Sixth St. viaduct. Any pertinent data will be very helpful.

11-14-56
Mr. Paxson:—
Cecil Gardner gave
me a print of the
Plan & Elevation
(Dwg. 12261) S. 6th
St. O'xing to send
to Mr. Cunningham
G.m.

Very truly yours,

JOHN W. CUNNINGHAM & ASSOCIATES

By John W. Cunningham
John W. Cunningham

JWC:mdb

RECEIVED
NOV 13 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 3 1956
FOR FILING
115-31 (5)

4615

October 2, 1956

Rodgers Insurance Agency, Inc.
803 Title & Trust Building
Portland 4, Oregon

Gentlemen:

We received in this office today a garnishment of monies due F. L. Somers as a subcontractor on Contract No. 4615, awarded to Tom Lillebo for construction of the railroad overcrossing on South 6th Street in Klamath Falls. This garnishment was served on W. Reid Meritt, Resident Engineer at Klamath Falls, and was forwarded to this office. It is in the amount of $300 plus costs taxed at $10.20 plus 6 percent interest, and is in favor of Ned Putnam. The garnishment bears No. 2874 in the District Court for the County of Klamath.

This information is furnished you as your Company appears as Surety on the Performance Bond furnished with Contract No. 4615.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

cc Federal Insurance Company
320 California Street
San Francisco, 4, California
Attn: Mr. Robert E. Wallace, Manager

Mr. Tom Lillebo
Reedsport, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

Noted on card
gl

A

RECEIVED
OCT 3 1956
FOR FILING

US. 31 (5)

4615

Salem, Oregon
October 2, 1956

Mr. C. W. Enfield

Attached is a Notice of Garnishment in favor of Ned Putnam against F. L. Somers in the amount of $300 plus interest and taxes for monies owed to Mr. Putnam by F. L. Somers who has acted as a subcontractor to Tom Lillebo on our Contract No. 4615 for construction of a railroad overcrossing on the South Sixth Street Section in Klamath Falls.

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enc.

NOTED ON CARD

RECEIVED
JUL 20 1956
FOR FILING
US-31(-)

4815

July 19, 1956

Mr. E. J. Cole
c/o Standard Oil Company of California
520 S. W. Yamhill
Portland, Oregon

Dear Mr. Cole:

Herewith a print from Sheet No. 4 of the plans for the South Sixth Street Overcrossing in Klamath Falls which shows the layout of the project lying to the northwest of the existing railroad overcrossing. Insofar as I know, the area occupied by the present approach ramp to the overcrossing would remain as a city street to serve the adjoining property.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

GSP:gn
Encl.

RECEIVED
JUN 26 1956
FOR FILING

U1-31(5)

4.1

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 20, 1956

IN REPLY PLEASE REFER TO
Files 9727 & 23266
Northbound Route in Ashland
Pacific Highway

Southern Pacific Company
65 Market Street
San Francisco, California

Attention: E. F. Widdas

Gentlemen:

Since receipt of the copy of your letter of May 3, 1956, to the Wilson Title and Abstract Company, we have been processing the transaction between the Southern Pacific Company and the State Highway Commission for the South Sixth Street Overcrossing project and we now believe the transaction can finally be completed and the money paid.

On June 4, 1956, the Highway Commission approved the payment of $17,419.30 for the three parcels and one-half interest in the fourth parcel required by the Highway Commission for the project. We are also in the process of paying the Great Northern Railway Company for their one-half interest in parcel four consisting of 0.088 acre, of which the Southern Pacific Company is also conveying an one-half interest to the State. Both the Southern Pacific Company and the Great Northern Railway Company are conveying their share at 75¢ per square foot.

We have prepared and enclose an indenture in quadruplicate to convey to the Central Pacific Company the right to construct, maintain, etc. a spur track across the 22-foot strip of property. You will note that this form is enclosed in quadruplicate. If this form meets with the approval of the attorneys and officers of the Southern Pacific Company, will you please have it executed at least in duplicate so that one fully signed copy may be returned to the Southern Pacific Company. If the Southern Pacific Company wishes two fully signed copies of this instrument, please execute the instrument in triplicate. The fourth unbound copy is for the Southern Pacific Company's files. In returning the bound copies to this office, please be sure that the one which is approved as to form by the Highway Department's attorneys is one of those being returned. The description used in the instrument has the exact wording of the proposed conveyance prepared by the Southern Pacific Company. The other clauses, including the mineral reservation, are copied from the Southern Pacific Company's instruments. At first, we prepared a deed to convey the spur track to the railroad company, but we noted that if fee title were conveyed the Southern Pacific Company or Central Pacific Company would then, in turn, have to grant the State an easement to maintain their highway over and across the said spur track. We believe that the indenture will be more satisfactory to all parties concerned.

NOTED
G. S. PAXSON

Also, we note on the copies of the deeds you forwarded to the title company that you have specified the grantee as the State of Oregon. All deeds must be made to the "State of Oregon, by and through its State Highway Commission," in order to avoid confusion as to which State department might own the property. We would have no objection to the title company's inserting the name in the heading of the instrument. Our engineers have checked through the descriptions and find that they are satisfactory as described by your company. The deed forms as submitted by you, other than the name in the heading, have been approved as to form by our attorneys.

We are enclosing a voucher form for the sum of $17,419.30, which we ask that you or some other officer please sign so that we can make payment of this consideration. We would like to call to your attention the estimated value of $6,500.00, which is the exchange value of the parcel being conveyed to the Highway Commission by the railway companies. However, the State Highway Commission does not require that individuals or companies place internal revenue stamps on deeds of conveyance. Practically all of the forty-eight State Highway Departments have omitted placing internal revenue stamps on deeds for property they are acquiring. If the Southern Pacific Company wishes to place the internal revenue stamps on their deeds of conveyance, we have no objections. We only consider it a waste of the Southern Pacific Company's money.

If the exchange indenture we have prepared is satisfactory, will you please advise at the earliest possible moment and return the $17,419.30 voucher so that this office can secure and forward to Wilson Title and Abstract Company the $17,419.30 payment due for the property the Southern Pacific Company is conveying to the State. We will forward the money to the Wilson Title and Abstract Company according to your escrow instructions. The check will be made payable to the Southern Pacific Company only, unless you wish to add the name of the Central Pacific Company to the check, or you wish to assign the money to the abstract company.

Does the Southern Pacific Company propose to pay the title company the escrow fees, or are the fees to be jointly shared by the State and the railroad company? As explained in our letter of May 8, 1956, in regard to the Ashland project, we have no means of escrowing the instruments and, heretofore, all payments have been made directly to either the Southern Pacific Company or to the Highway Commission without the necessity of an escrow. In this respect, please see our letter of May 8, 1956, on File 23266 in regard to the sale of property for additional right of way to the State by the Southern Pacific Company .

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

Earl F. Saling
Right of Way Office Manager

EFS:ls
Encls. Indenture form in
quad. & voucher form

cc: Glen S. Paxson
(With copy of indenture)

RECEIVED
JUN 21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

CPR8-2062

Form PR 2 (Revised 1950)

US-31/5

4615

State Oregon

Project No. US-31(5)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of June, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 23rd day of May, 1955, a program, which was approved on the 24th day of June, 1955, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 2nd day of December, 1955, and the sum of five hundred sixty thousand and 00/100 dollars ($560,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

Article II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 20+43.00 and 50+40.00 in Klamath Falls

, length 0.577 miles, in Klamath County, being Oregon project No. US-31(5), consisting of 0.418 miles of roadway and One bridge~~s, each~~ of more than 20 feet clear span, 0.159 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of five hundred sixty thousand and 00/100 dollars ($560,000.00), which does not exceed the authorized Federal pro rata share of nine hundred sixty four thousand,one hundred forty-four and 77/100 dollars ($964,144.77), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By

Division Engineer,
Bureau of Public Roads.

Oregon State Highway Department

Federal Aid
Project No. UG-32(5)

SOUTH SIXTH STREET (KLAMATH FALLS) RAILROAD OVERCROSSING SECTION OF THE KLAMATH FALLS-LAKEVIEW HIGHWAY IN KLAMATH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1955

Type Code 6208
Roadway (Sta. 20+43.00 to Sta. 50+40.00)(Contract No. 1615)

			$	$
All	Required	Clearing and Grubbing (90%)		3,150.00
1,100	sq. yds.	Removal of Pavement	1.00	1,100.00
1,590	lin. ft.	Removal of Curbs	0.60	954.00
1,250	sq. yds.	Removal of Walks and Driveways	0.75	937.50
8	only	Removal of Catch Basins	10.00	80.00
All	Required	Removal of Miscellaneous Concrete and Masonry		3,500.00
2,290	cu. yds.	Drainage Excavation, Unclassified	3.00	6,870.00
85,000	cu. yds.	Special Borrow Excavation, Unclassified	1.15	97,750.00
2,970	cu. yds.	General Excavation, Unclassified	0.85	2,524.50
6,400	cu. yds.	Furnishing and Placing Topsoil	2.00	12,800.00
All	Required	Finishing Roadbed and Slopes (90%)		2,250.00
130	lin. ft.	8-inch Asbestos Bonded Corrugated Metal Pipe	3.00	390.00
430	lin. ft.	12-inch Asbestos Bonded Corrugated Metal Pipe	4.00	1,720.00
200	lin. ft.	18-inch Asbestos Bonded Corrugated Metal Pipe	5.00	1,000.00
350	lin. ft.	12-inch Concrete Pipe	2.00	700.00
200	lin. ft.	24-inch Concrete Pipe	5.00	1,000.00
470	lin. ft.	8-inch Sewer Pipe	1.00	470.00
900	lin. ft.	15-inch Sewer Pipe	3.00	2,700.00
500	lin. ft.	18-inch Sewer Pipe	4.00	2,000.00
150	lin. ft.	Extra for Pipe Under Pavement	2.00	300.00
350	lin. ft.	2-inch Galvanized Water Pipe	1.50	525.00
8	only	Concrete Manholes	225.00	1,800.00
30	only	Concrete Catch Basins	85.00	2,550.00
11	only	Adjustment of Manholes	50.00	550.00
1	only	Adjustment of Catch Basins	50.00	50.00
1	only	Lower Manhole Invert	50.00	50.00
214	cu. yds.	Concrete Curbs	48.00	10,272.00
170	cu. yds.	Concrete in Islands	45.00	7,650.00
180	only	Boat Spikes	0.30	54.00
1,800	lin. ft.	Metal Guard Rail	3.25	5,850.00
8,650	cu. yds.	2" - 0 Rock in Base	3.90	33,735.00
1,380	cu. yds.	3/4" - 0 Rock in Base	4.25	5,865.00
246	M-gal.	Sprinkling	3.00	738.00
All	Required	Preparation of Base (90%)		900.00
166	cu. yds.	3/4" - 0 Rock in Binder Course	5.50	913.00
27	tons	MC-3 Asphalt	50.00	1,350.00
4,600	tons	Asphaltic Concrete Mixture	10.00	46,000.00
280	tons	120-150 Asphalt in Mixture	35.00	9,800.00
30	tons	RC-2 Asphalt	50.00	1,500.00
100	cu. yds.	Aggregate in Pavement Seal	6.00	600.00
170	lin. ft.	Asphaltic Concrete Traffic Markers	1.60	272.00

34 cu. yds.	Furnishing and Placing Aggregates	$6.00	$ 204.00
3 tons	150-200 Asphalt	50.00	150.00
			$274,374.00
All Required	Flagging (57½% of Contractor's Cost)		3,000.00
	Subtotal		$277,374.00
	10% Engr. & Cont.		27,737.40
	Total		$305,111.40

Type Code X531
South 6th Street Overcrossing (Sta. 34+25.97 to Sta. 42+62.18)(Contract No. 4615)

1,400 cu. yds.	Structural Excavation	$7.00	$ 9,800.00
100 cu. yds.	Excavation Below Elevation Shown	12.00	1,200.00
35,000 lin. ft.	Furnish Treated Timber Piling	1.50	52,500.00
200 lin. ft.	Furnish Timber Piling	1.00	200.00
770 only	Drive Timber Piles	28.00	21,560.00
3,600 cu. yds.	Class "A" Concrete	62.00	223,200.00
770,000 lbs.	Metal Reinforcement	0.114	87,780.00
All Required	Structural Steel		98,000.00
1,700 lin. ft.	Metal Hand Rail	12.00	20,400.00
All Required	Remove Existing Overcrossing		61,000.00
175 lin. ft.	8-inch Metal Drain Pipe	2.75	481.25
			$576,121.25
All Required	Work by Southern Pacific Co.		23,000.00
	Subtotal		$599,121.25
	10% Engr. & Cont.		59,912.12
	Total		$659,033.37

Length of Roadway	0.418 Mile
Length of Structure	0.159 Mile
Total Length	0.577 Mile
Cost of Roadway Per Mi.	$729,931.58

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$305,111.40	$177,217.00	$127,894.40
Structure	659,033.37	382,783.00	276,250.37
	$964,144.77	$560,000.00	$404,144.77

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds For Maint.: Chap. 529, Laws 1939.

SOUTH SIXTH ST. (KLAMATH FALLS) OVERCROSSING SECTION

FEDERAL AID PROJECT NO. US-31(5)

Summary of work to be done by Southern Pacific Company.

Track Work		$ 4,189.00
Signal, Power and Communication Lines		4,286.00
Engineering and Inspection		11,767.00
Freight		253.00
Material Handling		214.00
Vacation Allowance and Holiday Pay		700.00
Retirement, Health and Welfare		880.00
Insurance		480.00
Accounting and Billing		1,456.00
	Subtotal	$24,225.00
Less Salvage		770.00
	Total	$23,455.00
	Use	$23,000.00

Oregon State Highway Department

Federal Aid Project
No. US-31(5)

SOUTH SIXTH STREET (KLAMATH FALLS) RAILROAD OVERCROSSING SECTION OF THE KLAMATH FALLS-LAKEVIEW HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 2, 1955

Type Code 6201
Roadway (Sta. 20+43.00 to Sta. 50+40.00)

All Required	Clearing and Grubbing		$ 2,250.00
1,100 sq. yds.	Removal of Pavement	$ 0.75	825.00
1,590 lin. ft.	Removal of Curbs	0.25	397.50
1,250 sq. yds.	Removal of Walks and Driveways	0.50	625.00
8 only	Removal of Catch Basins	20.00	160.00
All Required	Removal of Misc. Concrete and Masonry		500.00
2,290 cu. yds.	Drainage Excavation, Unclassified	3.00	6,870.00
85,000 cu. yds.	Special Borrow Excavation, Unclassified	0.75	63,750.00
2,970 cu. yds.	General Excavation, Unclassified	0.75	2,227.50
6,400 cu. yds.	Furnishing and Placing Topsoil	2.50	16,000.00
All Required	Finishing Roadbed and Slopes (90%)		900.00
130 lin. ft.	8-inch Asbestos Bonded Corrugated Metal Pipe	2.75	357.50
430 lin. ft.	12-inch Asbestos Bonded Corrugated Metal Pipe	3.50	1,505.00
200 lin. ft.	18-inch Asbestos Bonded Corrugated Metal Pipe	5.50	1,100.00
350 lin. ft.	12-inch Concrete Pipe	2.00	700.00
200 lin. ft.	24-inch Concrete Pipe	4.75	950.00
470 lin. ft.	8-inch Sewer Pipe	1.50	705.00
900 lin. ft.	15-inch Sewer Pipe	3.00	2,700.00
500 lin. ft.	18-inch Sewer Pipe	3.50	1,750.00
150 lin. ft.	Extra for Pipe Under Pavement	2.00	300.00
350 lin. ft.	2-inch Galvanized Water Pipe	2.00	700.00
8 only	Concrete Manholes	250.00	2,000.00
30 only	Concrete Catch Basins	75.00	2,250.00
11 only	Adjustment of Manholes	50.00	550.00
1 only	Adjustment of Catch Basins	25.00	25.00
1 only	Lower Manhole Invert	25.00	25.00
214 cu. yds.	Concrete Curbs	45.00	9,630.00
170 cu. yds.	Concrete in Islands	45.00	7,650.00
180 only	Boat Spikes	0.25	45.00
1,800 lin. ft.	Metal Guard Rail	2.75	4,950.00
8,650 cu. yds.	2" - 0 Rock in Base	2.50	21,625.00
1,380 cu. yds.	3/4" - 0 Rock in Base	2.75	3,795.00
246 M-gal.	Sprinkling	2.50	615.00
All Required	Preparation of Base (90%)		450.00
166 cu. yds.	3/4" - 0 Rock in Binder Course	3.75	622.50
27 tons	RC-3 Asphalt	50.00	1,350.00
4,680 tons	Asphaltic Concrete Mixture	4.50	21,060.00
280 tons	120-150 Asphalt in Mixture	36.00	10,080.00
30 tons	RS-2 Asphalt	50.00	1,500.00
100 cu. yds.	Aggregate in Pavement Seal	4.00	400.00
170 lin. ft.	Asphaltic Concrete Traffic Markers	1.00	170.00

34 cu. yds.	Furnishing and Placing Aggregates	$ 5.00	$ 170.00
3 tons	150-200 Asphalt	60.00	180.00
			$194,415.00
All Required	Flagging (57½% of Contractors Cost)		3,000.00
	Subtotal		$197,415.00
	10% Engr. & Cont.		19,741.50
	Total		$217,156.50

Type Code X531
South 6th Street Overcrossing (Sta. 34+25.97 to Sta. 42+62.18)

1,400 cu. yds.	Structural Excavation	$ 5.00	$ 7,000.00
100 cu. yds.	Excavation Below Elevation Shown	5.00	500.00
35,000 lin. ft.	Furnish Treated Timber Piling	1.75	61,250.00
200 lin. ft.	Furnish Timber Piling	1.25	250.00
770 only	Drive Timber Piles	40.00	30,800.00
3,600 cu. yds.	Class "A" Concrete	70.00	252,000.00
770,000 lbs.	Metal Reinforcement	0.12	92,400.00
All Required	Structural Steel		86,000.00
1,700 lin. ft.	Metal Hand Rail	14.00	23,800.00
All Required	Remove Existing Overcrossing		50,000.00
175 lin. ft.	8-inch Metal Drain Pipe	3.00	525.00
			$606,525.00
All Required	Work by Southern Pacific Co.		10,000.00
	Subtotal		$616,525.00
	10% Engr. & Cont.		61,652.50
	Total		$678,177.50

Length of Roadway	0.418 mile
Length of Structure	0.159 mile
Total Length	0.577 mile
Cost of Roadway per mile	$519,513.15

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$217,156.50	$134,369.00	$ 82,787.50
Structure	678,177.50	419,631.00	258,546.50
	$895,334.00	$554,000.00	$341,334.00

FORM 2-130 90M REVISED 2-55

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

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1956
FOR FILING

43-316
405

June 11, 1956

Great Northern Railway Company
Seattle 1, Washington

Attention: R. M. Boyd
Western Land & Tax
Commissioner

File No. 9727 IN REPLY PLEASE REFER TO
So. 6th Avenue-Klamath Falls
Klamath Falls-Lakeview Highway

COPY

Gentlemen:

The State Highway Commission at the meeting of June 4 and 5, 1956, approved paying the Great Northern Railway Company the sum of $2,885.40 for their one-half interest in the 3847.2 square foot parcel needed by the Highway Commission for the rebuilding of the South Sixth Avenue over-crossing of the Klamath Falls-Lakeview Highway in Klamath Falls, Oregon.

If you or some other official of the Great Northern Railway Company will sign the enclosed voucher form and submit it with your executed deed to this office, we will proceed to process the claim for payment. If the title still shows free and clear of all lien and encumbrances, the State will make payment within three or four weeks after receipt of the signed documents. However, if there is a trust mortgage, like most of the other railway companies have, we will expect the trust mortgage be released at some later date in the regular course of securing these releases from the Great Northern. We pay the other railway companies with the understanding that about once a year they give us the partial releases necessary. We hope to secure your executed deed within the next few weeks so that we can close this long drawn out transaction.

We understand from the correspondence forwarded to us by the Southern Pacific Company that they have already submitted a copy of their description, which we find satisfactory for the conveyance of the property.

Very truly yours,

C. W. ENFIELD
Chief Counsel

NOTED
G. S. PAXSON

By

EARL F. SALING
Right of Way Office Manager

EFS:jm
Encl: Voucher

cc: R. L. Porter
R. W. Cozad
Glenn S. Paxson

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1956
OFFICE OF
ENGINEER

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APR 18 1956
FOR FILING

US-31(5)
4615

Salem, Oregon
April 17, 1956

48" culvert under Klamath Falls-Lakeview Highway (S. 6th Street) south of Altamont Drive

Mr. Dean Swift

I have studied the data submitted with your letter of March 22, 1956, on the 48" culvert under the Klamath Falls-Lakeview Highway (S. 6th Street) south of Altamont Drive.

If the ditch grade from the inlet of the highway culvert to the outlet of the railroad culvert is considered to be general, the ditch, cleaned out to that grade and running bank full, would have a capacity of about 400 cfs. With the same grade assumption but with the present cross section, the bank full capacity is about 300 cfs.

If the present culvert were cleaned out and the rest of the bars on the inlet removed, it would have a capacity of 64 cfs. when operating with both inlet and outlet submerged and the water level one foot higher at the upstream end than at the downstream end. Under the same conditions, a bell mouth, or similar inlet, would increase the capacity to 70 cfs. If an old-type BPR long-tapered corrugated metal inlet (tapered 48" to 62" diameter in 14') were substituted for an approximately equal length of pipe at the outlet, the capacity would be increased to 76 cfs. A combination of bell mouth and tapered outlet would increase the capacity to 84 cfs.

The total head or difference in water levels of one foot was arbitrarily selected for illustration. Under these conditions, the capacity varies with the square root of the total head. Thus, for 0.5' of head, the discharges would be multiplied by 0.7, and for 2' by 1.4.

If installed for submerged operation, a double 8'x 5' box culvert would handle 400 cfs., or a double 6'x 5' box culvert 300 cfs., both with about 0.8' of total head. To handle the ditch capacity with a free surface and no appreciable backwater at the inlet, a double 10'x 6' box, or an equivalent span, would be required.

If the siltation of the ditch and pipe existed before and during the flood, as it was observed after the flood, this together with the known inlet condition would suggest that the culvert operated at not more than one-third capacity during the flood.

April 17, 1956

If assurance can be had that the ditch and pipe will be cleaned out to the level of the bottom of the pipe and maintained in that condition, the existing culvert might suffice. The gain, percentagewise, of inlet and outlet modification seems small. A sloping trash rack in the channel upstream should be substituted for the bars on the pipe.

If such assurance cannot be had, consideration should be given to a larger culvert. If a change is made, I would recommend a culvert based on ditch capacity. In view of the railroad culvert, this might seem unreasonable, but if a replacement is made it should be adequate for all foreseeable conditions, and the railroad might some day be forced to a replacement. Before a culvert size is definitely selected on the basis of ditch capacity, more accurate information should be obtained, either by reference to original USRS design data or by taking levels on the longest continuous water surface slope upstream from the pipe.

Roy C. Edgerton

RCE:gm

cc Mr. G. G. Pearson
Mr. E. A. Collier

P

RECEIVED
APR 18 1956
FOR FILING

Salem, Oregon
April 13, 1956

Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

Attached is a copy of a letter to Mr. Swift concerning a culvert near Klamath Falls. You will recall the ditch. It passes through the county shop yard under the highway and railroad, thence in rear of our shop and yard.

The culvert is 250 feet of 48-inch concrete pipe. It had vertical bars on the inlet with about one inch spacing. The culvert headed during the flood of last December, flooding the area upstream from the highway. It came within inches of flooding out a bowling alley. At the time of the flooding, the inlet was clogged. After the water went down, it was found that the pipe was half filled with silt. This lack of maintenance was the result of misunderstanding on responsibility. This is now straightened out. We are responsible for the pipe and the USRS or their successors for the ditch. Two-thirds of the bars on the inlet have been removed and arrangements have been made to clean them. The ditch will be cleaned this summer and I assume the pipe will be also. I was asked what other modifications might be considered. My letter to Mr. Swift tells the rest of the story.

Roy C. Edgerton
Research Engineer

RCE:fn

Attachment

RECEIVED
MAR 29 1956
FOR FILING

US-31(5)
4615
US-31(5)

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem Office
March 28, 1956

SUBJECT: Pux 129 - R-9727
South 6th Street Overcrossing
Klamath Falls

To:
Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson (6)
Mr. Forrest Cooper (2)
Mr. E. A. Collier (2)
Mr. Dean Swift (2)

NOTED
W. C. WILLIAMS

Herewith I hand you multilithed copy of construction agreement covering the South 6th Street Overcrossing in Klamath County.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.

RECEIVED
MAR 28 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Pux 129, R-9727
South 6th Street Overcrossing
Klamath Falls

THIS AGREEMENT, made this 27th day of January, 1956, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad," and STATE OF OREGON, acting by and through its State Highway Commission, herein called "State";

RECITALS:

By indenture of even date herewith, Central Pacific Railway Company, a corporation of the State of Utah, and its Lessee, Southern Pacific Company, granted to State the right to construct a highway upon a parcel of land in the City of Klamath Falls, County of Klamath, State of Oregon, containing an area of 0.027 of an acre, more or less, and the right to construct, reconstruct, maintain and use a highway by means of an overhead structure upon a parcel of land in said City of Klamath Falls, containing an area of 0.778 of an acre, more or less, in the locations shown within yellow lines on the print of Railroad's Shasta Division Drawing AGM 9447, Sheet 1, Revised 12-21-55, hereto attached and made a part hereof. State proposes to construct a highway crossing at grade and a highway overhead structure and to remove the existing Sixth Street overpass at the above location.

The parties hereto desire to set forth in this agreement the conditions and covenants relating to the construction and maintenance of said highway crossing at grade and said highway overhead structure and the removal of the existing Sixth Street overpass, together with the changes made necessary in connection therewith, hereinafter sometimes collectively referred to as "project."

AGREEMENT:

1. State shall secure any necessary permission and authority from the Public Utilities Commissioner of Oregon for the construction, reconstruction, maintenance and use of said highway structures and the removal of said existing overpass.

2. Except as herein otherwise provided, State, at its expense, and in accordance with plans and specifications which shall be subject to the approval of Railroad, shall:

(a) Construct said highway crossing at grade and said highway overhead structure in a manner so as to protect Railroad's tracks;

(b) remove said existing Sixth Street overpass and construct barricades across South Sixth Street in said City of Klamath Falls along Railroad's property boundary lines upon removal of said overpass;

(c) convey, or cause to be conveyed, to Railroad, or Railroad's nominee, a good merchantable legal record title to the property in the location shown within red lines on the attached print of said Drawing AGM 9447, Sheet 1, for railroad purposes;

(d) construct a grade for Railroad's track up to subgrade in the location shown by solid red line on the attached print of said Drawing AGM 9447, Sheet 1, in accordance with line, grade and cross section approved by Railroad; and

(e) construct a new service roadway for purposes of access and egress from Railroad's roundhouse and other railroad and transportation facilities in the location shown within red lines on the print of Railroad's Shasta Division Drawing AGM 9447, Sheet 1-D, Revised Dec. 21, 1955, hereto attached and made a part hereof, together with an 18-inch diameter corrugated metal drainage pipe under said roadway.

3. Railroad shall furnish the necessary labor and materials in connection with said project as follows:

(a) To remove its existing track from the location shown by yellow line and furnish and place a new track in the location shown by red line on the attached print of said Drawing AGM 9447 Sheet 1-D;

(b) to make any necessary changes in Railroad's signals and power and communication lines; and

(c) to furnish such representatives, engineer-inspectors, flagmen and watchmen as Railroad deems necessary to protect and safeguard property, engines, trains and cars at said location in connection with said project.

State agrees to reimburse Railroad for the cost and expense incurred by Railroad in connection with said project, including, but not limited to, Items 3-(a) to (c), inclusive.

State's contractor shall observe Railroad's rules and regulations and said work upon the property of Railroad shall be done at such times and in such manner as not to interfere with the operations of Railroad.

All work to be done hereunder by Railroad shall be done only by its employees working under railroad labor agreements and shall be done on a force account basis, the cost thereof to be paid to Railroad by State in the manner hereinafter set forth.

All expenses incurred by Railroad for which State is obligated to reimburse Railroad hereunder, including all work incidental to such work but not specifically mentioned herein, shall be subject to the provisions of U.S. Department of Commerce, Bureau of Public Roads, Policy and Procedure Memorandum No. 30-3 dated August 15, 1955, and any amendments of or supplements to said Memorandum.

The parties hereto agree that no benefits will accrue to Railroad pursuant to the provisions of the Federal Aid to Highways Act of 1944 and General Administrative Memorandum No. 325 of the Bureau of Public Roads, Department of Commerce, due to the construction or use of said structure inasmuch as no existing important grade crossing is closed.

4. The estimated cost for the work to be performed by Railroad at the expense of State, as hereinabove set forth, is summarized as follows:

CONSTRUCTION OF NEW HIGHWAY OVERHEAD STRUCTURE

(a)	Track Work	$ 4,189
(b)	Signal, Power Line & Communication Line Work	4,286
(c)	Engineering-Inspection	10,826
(d)	Watchmen-Flagmen	5,330
(e)	Freight	253
(f)	Material Handling	214
(g)	Vacation Allowance & Holiday Pay	1,003
(h)	Railroad Retirement, Health & Welfare	1,230
(i)	Insurance	669
(j)	Accounting-Billing	1,340
	Total Estimated Cost	$29,340
	Less Salvage	770
	Net Estimated Cost	$28,570

REMOVAL OF EXISTING SIXTH STREET OVERPASS

(a)	Engineering-Inspection	$ 941
(b)	Watchmen-Flagmen	1,086
(c)	Vacation Allowance & Holiday Pay	86
(d)	Railroad Retirement, Health & Welfare	129
(e)	Insurance	72
(f)	Accounting-Billing	116
	Total	$ 2,430

Railroad shall submit all bills to State for payment of work performed by Railroad on the basis of items set forth in the above estimate and shall submit its final bill on the same basis to cover the actual cost of items of work performed by Railroad; provided, however, that the cost of flagmen, watchmen and representatives to protect railroad property and trains due to the operations of State's contractor shall be segregated in Railroad's billing to State from all other costs billed to State under this agreement. Subject to the next succeeding paragraph of this section, State agrees to pay Railroad the cost of such work within thirty (30) days of receipt of such bills from Railroad.

In the event the total amount of the estimate is exceeded, State shall not be obligated to reimburse Railroad for any such excess, unless and until such expenditure shall have been approved by State in writing, and provided that in the event the cost of the work to be performed by Railroad hereunder exceeds the total amount of the estimate therefor, any additional payment or payments shall be provided for by a supplemental agreement mutually satisfactory to the parties hereto. Railroad will not be obligated to incur any expenditures in excess of the expenditures in said estimate, unless and until the supplemental agreement referred to herein has been executed and delivered.

5. The actual cost incurred by State in removing the existing Sixth Street overpass at said location, plus the actual cost incurred by Railroad in furnishing said representatives, engineer-inspectors, flagmen and watchmen in connection therewith, less the fair value of the material salvaged from said overpass, shall be borne fifty (50) per cent by State and fifty (50) per cent by Railroad, the net amount of such cost is estimated to be Fifty-seven Thousand, Four Hundred Thirty (57,430) Dollars.

Railroad agrees to pay to State Railroad's portion of said cost as provided in this Section 5 within thirty (30) days after receipt of bills therefor from State.

6. All work contemplated in this agreement shall be performed in a good and workmanlike manner to the satisfaction of the parties

hereto and each portion shall be promptly commenced by the party hereto obligated to do the same and thereafter diligently prosecuted to conclusion in its logical order and sequence.

The books, papers, records and accounts of the parties hereto, so far as they relate to the items of expense for labor and materials or are in any way connected with the work herein contemplated, shall at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto.

7. Upon completion of the construction of said overhead structure, State, at its expense, shall maintain said structure including the approaches thereto, roadway, lights, drainage and all other highway facilities. Railroad, at its expense, shall maintain its track, roadbed and all railroad facilities.

Upon completion of the construction of the highway crossing at grade upon said 0.027 of an acre parcel of land, Railroad, at its expense, shall maintain the portion thereof between lines two (2) feet outside the rails of its track located thereon and State, at its expense, shall maintain the remainder of said highway.

Upon completion of said service roadway, Railroad, at its expense, shall maintain said roadway.

8. In the event any of the work herein contemplated to be done upon or adjacent to the right of way and property of Railroad should be let to contractors by State, such contractors shall be satisfactory to Railroad as to their responsibility and ability to perform the work under and across the property and tracks of Railroad and no such work shall be begun until such contractors shall have first entered into a written agreement with Railroad, substantially in the form of draft hereto attached and marked Exhibit "A".

State shall furnish, or require its contractors to furnish, to Railroad the original of each policy covering Protective Public Liability Insurance and Protective Property Damage Liability Insurance in the amount specified in said Exhibit "A", and conforming to the requirements of Works Program General Memorandum No. 32, which contractors are required to furnish for and in behalf of Railroad.

State shall also furnish, or require its contractors to furnish to Railroads certified copy of each of the policies of insurance, showing that its contractors have provided for Contractor's Public Liability and Property Damage Liability Insurance, as provided for in Works Program General Memorandum No. 32, which insurance shall provide for the same limits as specified for Protective Public Liability and Property Damage Liability Insurance to be furnished for and in behalf of Railroad.

9. This agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and upon the assigns of State.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their officers thereunto duly authorized, as of the day and year first herein written.

SOUTHERN PACIFIC COMPANY,

By J. W. CORBETT
Vice President (SEAL)

Attest: T. F. RYAN
Assistant Secretary

STATE OF OREGON, acting by and through its State Highway Commission,

By BEN R. CHANDLER
Chairman (SEAL)

By CHAS. H. REYNOLDS
Commissioner

By
Commissioner

APPROVED:

W. C. WILLIAMS
Asst. State Highway Engineer

APPROVED AS TO FORM:

C. W. ENFIELD
Chief Counsel

J. W. DeSOUZA
Assistant Counsel

ATTEST:

H. B. GLAISYER
Secretary

EXHIBIT "A"

THIS AGREEMENT, made this _____ day of __________, 195__, between SOUTHERN PACIFIC COMPANY, a corporation, hereinafter called "Railroad," and ____, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, Railroad and State of Oregon, acting by and through its State Highway Commission, hereinafter called "State," have entered into or will enter into an agreement providing that State shall undertake the construction of a highway crossing at grade and an overhead highway crossing structure over and across the tracks and property of Railroad at City of Klamath Falls, Klamath County, Oregon, and the removal of the existing overpass, said agreement providing that State shall cause its contractor to enter into an agreement with Railroad substantially in the form of an exhibit attached thereto; and

WHEREAS, on the _____ day of ____________________, 195__, State entered into a contract with Contractor covering the construction and removal of said ~~overhead~~ structures, which contract provides that Contractor shall enter into an agreement with Railroad.

NOW, THEREFORE, it is understood and agreed as follows:

Contractor, in advance of performing any work under said contract between State and Contractor, shall furnish evidence to State that, with respect to the operations Contractor or any of Contractor's subcontractors perform, Contractor has provided for and in behalf of Railroad regular Protective Public Liability Insurance providing for a limit of not less than $200,000 for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of $500,000 for all damages arising out of bodily injuries to or deaths of two or more persons in any one occurrence caused or arising out of the operations of the Contractor or Contractor's subcontractor or subcontractors on the project, and regular Protective Property Damage Liability Insurance providing for a limit of not less than $100,000 for all damages arising out of injury to or destruction of property in any one occurrence caused or arising out of the operations of the Contractor or Contractor's subcontractor or subcontractors on the project, and, subject to that limit per occurrence, a total (or aggregate) limit of $200,000 for all damages arising out of injury to or destruction of property during the policy period. The policy evidencing the Public Liability Insurance above provided shall not contain any exclusion of or otherwise limit the coverage of said policy with respect to Railroad's liability for deaths of or injuries to its own employees as a result of any act or omission of the State, its contractors or subcontractors in connection with work performed under said contract between State and Contractor. The policy evidencing the Property Damage Insurance shall not contain any exclusion or otherwise limit the coverage of Railroad's liability for loss of or destruction of property in its care, custody or control as a result of any act or omission of State, its contractors or subcontractors in connection with work performed under said contract between State and Contractor.

Contractor shall furnish to Railroad the original policies of insurance, for and in behalf of Railroad, providing, with respect to operations Contractor or any of Contractor's subcontractors perform, insurance in the amounts as aforesaid, and certified copies of policies of insurance showing that Contractor has, with respect to operations Contractor or any of Contractor's subcontractors perform, provided for Contractors' Public Liability and Property Damage Liability Insurance, which insurance shall provide for the same limits as specified for Protective Public Liability and Property Damage Insurance to be furnished for and in behalf of Railroad, as hereinabove provided for; which Policies shall be subject to the approval of Railroad.

on the project, and regular Protective Property Damage Liability Insurance providing for a limit of not less than $100,000 for all damages arising out of injury to or destruction of property in any one occurrence caused or arising out of the operations of the Contractor or Contractor's subcontractor or subcontractors on the project, and, subject to that limit per occurrence, a total (or aggregate) limit of $200,000 for all damages arising out of injury to or destruction of property during the policy period. The policy evidencing the Public Liability Insurance above provided shall not contain any exclusion of or otherwise limit the coverage of said policy with respect to Railroad's liability for deaths of or injuries to its own employees as a result of any act or omission of the State, its contractors or subcontractors in connection with work performed under said contract between State and Contractor. The policy evidencing the Property Damage Insurance shall not contain any exclusion or otherwise limit the coverage of Railroad's liability for loss of or destruction of property in its care, custody or control as a result of any act or omission of State, its contractors or subcontractors in connection with work performed under said contract between State and Contractor.

Contractor shall furnish to Railroad the original policies of insurance, for and in behalf of Railroad, providing, with respect to operations Contractor or any of Contractor's subcontractors perform, insurance in the amounts as aforesaid, and certified copies of policies of insurance showing that Contractor has, with respect to operations Contractor or any of Contractor's subcontractors perform, provided for Contractors' Public Liability and Property Damage Liability Insurance, which insurance shall provide for the same limits as specified for Protective Public Liability and Property Damage Insurance to be furnished for and in behalf of Railroad, as hereinabove provided for; which Policies shall be subject to the approval of Railroad.

The insurance hereinabove specified shall be carried by Contractor until all work required to be performed upon or adjacent to the right of way and property of Railroad, under the terms of said contract between the State and Contractor, is satisfactorily completed, as evidenced by the formal acceptance by State. Such insurance shall be non-cancellable and non-alterable for any cause whatsoever (including failure to pay premiums), either by the Contractor or by the insurance company, without 30 days' written notice to State and to Railroad as to the cancellation and without prior written approval of the Railroad as to alteration. In the event the said insurance is cancelled as herein provided, the Contractor shall provide other insurance of the same class and for the same purposes and subject to the same conditions as provided herein. Said other insurance shall become effective not later than the time of cancellation of the prior insurance and shall cover the unexpired period of the term herein required.

Contractor shall comply with the rules and regulations of Railroad or the instructions of its representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of Railroad, its tenants or licensees at and in the vicinity of the work during the period of construction, including the removal of tools, implements, equipment and other materials as herein provided. Contractor, subject to the supervision and control of Railroad's Chief Engineer, or other designated officer, shall perform Contractor's work in such manner and at such times as that said work shall not endanger or interfere with the safe operation of the tracks and property of Railroad and the traffic moving on such tracks, as well as wires, signals and other property of Railroad, its tenants or licensees at or in the vicinity of the work.

Contractor further agrees that upon completion of the work covered by said contract between said State and said Contractor, Contractor will promptly remove from the premises of said Railroad all of Contractor's tools, implements, equipment and other materials, whether brought upon said premises by Contractor, or any subcontractor, employee or agent of Contractor or any subcontractor, and cause said premises to be left in a clean and presentable condition.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC COMPANY,

By______________________________

____

RECEIVED
MAR 5 - 1956
FOR FILING

US - 31 (5)
4615

March 6, 1956

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4615, which was awarded to you by the State Highway Commission on January 30, for structure, grading and paving on the South Sixth Street Railroad Overcrossing Section of the Klamath Falls-Lakeview Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
MAR 3 - 1956
FOR FILING

M-31(5)

4015

Salem, Oregon
March 1, 1956

Mr. I. A. De France
Assistant Maintenance Engineer

Referring to your report under date of February 28, I agree that we should give further study to the replacement of the 48-inch pipe culvert on South Sixth Street near Altamont Drive in Klamath Falls, designed primarily to carry irrigation water.

The study should involve a contact with the Irrigation District as to their requirements under normal conditions and the cross section and grade line which the District proposes to maintain.

To the above we should, of course, give consideration to the requirements, when acting as a storm drain, for extraordinary runoff similar to those of last December or January.

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

RECEIVED
MAR 5 - 1956
FOR FILING

US-31(5)

4015

Salem, Oregon
March 1, 1956

Mr. I. A. De France
Assistant Maintenance Engineer

Referring to your report under date of February 28, I agree that we should give further study to the replacement of the 48-inch pipe culvert on South Sixth Street near Altamont Drive in Klamath Falls, designed primarily to carry irrigation water.

The study should involve a contact with the Irrigation District as to their requirements under normal conditions and the cross section and grade line which the District proposes to maintain.

To the above we should, of course, give consideration to the requirements, when acting as a storm drain, for extraordinary runoff similar to those of last December or January.

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

FORM E30—50M—10-54—79485

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 28, 1956

SUBJECT: Culvert under highway on South Sixth Street near Altamont Drive in Klamath Falls

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Herewith copies of letters relative to a 48 inch culvert under the highway on South Sixth Street, near Altamont Drive, in Klamath Falls as follows:

Alfred Collier,	1/15/56
Dean Swift,	1/30/56
DeFrance,	2/8/56
Alfred Collier,	2/17/56
S. P. Jones,	2/20/56

The trash rack at the inlet of this culvert plugged with small debris and was under water, making it difficult to clean. Also, Jones was not aware that it was our responsibility to keep it clean, so that water backed up and flooded some low areas and almost flooded a bowling alley.

We asked Jones to remove part of the bars which were originally on 2" centers and to determine grade, etc., which none of our maps or profiles seemed to show.

The last report by Mr. Jones, indicates hazardous conditions beyond our control. The ditches above and below our culvert have silted up to the extent that only 25 inches of our pipe is effective. The cleaning of the ditches is a responsibility of the Irrigation District, the maintenance of the waterway has been accepted as a responsibility by the State Highway. This area is level, so that runoff is restricted and many factors could lead to flooding of the area, many of which are beyond our control.

I feel we should study the situation to determine if we would'nt be justified in constructing a Box about 4' x 10" or a slab span with sufficient width to preclude the possibility of silting or debris accumulations from causing future flood.

I. A. DeFrance
Assistant Maintenance Engineer

RECEIVED
[illegible] 28 1956
OFFICE OF
STATE [illegible] ENGINEER

IAD:bt
Enclosures

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Klamath Falls, Oregon
February 20, 1956

SUBJECT: Culvert on South Sixth Street

To: Dean Swift
Division Engineer
Bend, Oregon

I am enclosing another letter from Mr. Alfred Collier regarding the culvert on South Sixth Street.

The trash rack has been remodeled as suggested in Mr. DeFrance's letter and extentions have been welded to the rack to bring the top above high water as suggested in the enclosed letter by Mr. Collier.

Now that the water is down and the culvert pipe can be seen, we find that the ditch, both above and below, the culvert has silted to a point where we have only about 25 inches of water way in the culvert. I talked to Mr. Roberts, of the Klamath Irrigation District, about this situation, and he informs me that he plans to clean this ditch next summer.

S. P. Jones
District Maintenance Superintendent

SPJ:mlr
Encl.

2/21/56

Mr. E. A. Collier:

I agree with Mr. Alfred Collier's letter

Swift

NOTED
L A DeFRANCE

ALFRED D. COLLIER, PRESIDENT
V. E. O'NEILL, VICE-PRESIDENT
A. M. COLLIER, SECRETARY

Time Tells in Building

RETAIL LUMBER - MILL WORK
HARDWARE - SASH AND DOOR
SHINGLES - PAINT - ETC.

SWAN LAKE MOULDING COMPANY
PHONE 310 SOUTH SIXTH STREET P. O. BOX 271
KLAMATH FALLS, OREGON

Oregon State Highway Commission
Klamath Falls, Oregon

2-17-56

Attn: Mr. S. P. Jones, Maintenance Engineer

Gentlemen:

Referring to the 48" concrete pipe at Station 51 plus 64 across the South Sixth Street at the Klamath County Fair Grounds and the proposal to remove two-thirds of the slats in the trash rack, heartily approve of these changes. However, I believe that the trash rack shoud be brought above the level of the water so that men cleaning back in flood will not be fighting feathers under water where they can't see. Again, I believe that moving the trash rack upstream and covering the full area of the ditch with it would eliminate the necessity of constant cleaning and the possibility of clogging and would increase the capacity of the 48" pipe considerably. I also believe that the addition of a hood to this 48" pipe would also increase the capacity.

While the drain condition causing these two floods is quite uncommon, yet with the increase in housing which is going on in this watershed, the run off is going to become sharper as time goes on. The addition of houses and paved streets and packed ground will give us considerably more run off than the land in it's natural state did. I am of the opinion with the increase in housing that would be affected by another over flow that it would be good economy now to do the things that are needed so that the State Highway Commission will not be faced with a damage suit. Most of this water runs across the County parking lot out over the highway and down the highway to Arthur Street and then spreads out. As the ground West of Arthur Street builds up with houses you will have more and more trouble in case of a flood. At the present time the most dangerous point is the Bowling Alley with it's valuable alleys which are quite sensitive to moisture.

I am still of the opinion that this trash rack should be moved upstream.

Respectfully yours,

NOTED
R. H. CLARK

Alfred D. Collier

ADC/dch

ALFRED D. COLLIER, PRESIDENT
V. E. O'NEILL, VICE-PRESIDENT
A. M. COLLIER, SECRETARY

Time Tells in Building

RETAIL LUMBER - MILL WORK
HARDWARE - SASH AND DOOR
SHINGLES - PAINT - APPLIANCES
ETC

SWAN LAKE MOULDING COMPANY
PHONE 3100 SOUTH SIXTH STREET P. O. BOX 271
KLAMATH FALLS, OREGON

1-15-56.

Oregon State Highway Commission,
Klamath Falls, Oregon.

Attention; Mr. Jones, Maintenance Engineer.

Gentlemen:

The 48 inch concrete pipe installed at approximately Sta 51 plus 64 across South Sixth Street at the Klamath County Fair Grounds again proved inadequate today and the drainage canal overflowed and flooded the properties on the Northerly side of South SixthStreet again to about the same extent as shortly before.

This condition is aggravated by the construction of the trash rack which has the slats too close together and clogs very easily to cut off the flow. Again it is covered with water so that efforts to clean it were difficult. Suggest increasing space between slats, increasing length of rack to above extreme high water and cleaning of the rack at periods of high runoff.

250' long.

In addition would suggest adding another culvert at this location to increase capacity.

Considerable damage has been caused to the properties involved and another two inches of depth would have put water on the twelve alleys of the bowling alley, an investment of $60,000 which would be damaged extensively by water.

Please advise action the Highway Commission proposes to take to avoid a recurrence of this condition.

Respectfully Yours

Swan Lake Moulding Company by [illegible] President.

Salem, Oregon
February 8, 1956

Mr. Dean Swift
Division Engineer
Bend, Oregon

Receipt is acknowledged of your letter of January 30, 1956 relative to the 48" culvert under the highway at South Sixth Street near Altamont Drive in Klamath Falls.

We attach a print of map and profile of this section showing the location of this pipe. There is no information as to the grades involved. Mr. Jones advised over the phone, that there may be a partial syphon involved and that the present trash rack is at an angle slightly steeper than 45° and made up of steel bars, possibly 5/8" or 3/4", placed vertically with one inch spacing between.

We requested Mr. Jones to remove, at his early convenience, part of the bars leaving every third one in place. We suggested one of the bars removed be spot welded over each of the bars left in place as a reinforcement.

With the resulting increased opening, it is felt much of the small material that fouled the rack will go through the rack and culvert without trouble. It seems a large part of the material that fouled the rack was moss, grass, weeds, etc., which would have no difficulty going through the pipe. Mr. Jones stated that his office was unaware of the States responsibility to keep this rack clean inasmuch as the Bureau of Reclamation took care of it before.

We believe that increasing the size of opening to permit much of the small debris to pass through the culvert, and regular inspection and cleaning of the grate by the Section Crew, particularly during periods of heavy run off, will remove the immediate threat of further difficulty.

To remove the hazard to workmen who may be called upon to remove drift, we have asked Mr. Jones to install a platform or cat walk with a railing above the grate where a man can stand while inspecting or removing an accumulation of drift or debris.

Mr. Jones will obtain data, when possible, showing the elevation of the inlet, outlet and ditch and after further observation of the situation, we can determine if further pipe capacity is needed that might justify a modified opening or outlet and if larger or smaller openings are needed on the trash rack.

We believe Mr. Jones should contact Mr. Collier and advise him personally of what we plan to do in this matter, inasmuch as Mr. Collier's letter was addressed to him.

I. A. DeFrance
Assistant Maintenance Engineer

IAD:bt
Enclosure
cc - W. V. Stiffler
S. P. Jones

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
January 30, 1956

SUBJECT:

To: Mr. E. A. Collier
Maintenance Engineer
State Highway Department
Salem, Oregon

I am enclosing a letter from Mr. Alfred D. Collier in Klamath Falls, wherein he points out the near miss of us incurring the possibility of a damage suit occasioned by the overflow of a Bureau of Reclamation drainage ditch which crosses South Sixth Street in the vicinity of Altamont Drive, station of pipe being 51+64.

This drainage ditch was inspected by myself and Mr. Warfield, together with Mr. Jones, last week, and I find the conditions stated in Mr. Collier's letter to be correct.

We have an agreement dated the 8th day of November, 1947, between ourselves and the Bureau of Reclamation, File No. 9771, wherein we agree to accept all maintenance, and are liable for any damages arising from or caused by our culvert installation.

The culvert at this point is a 48 inch concrete pipe, 250 feet long, with the upper opening enclosed by a grate with approximately 1" openings. The grate on this pipe would appear to be necessary, as this drainage comes through a thickly settled district, and carries all kinds of debris, including 1x12 boards, old tires, etc.

It may be a major project to unplug so long a pipe if it ever would become clogged with this debris. The present grate being approximately the size of the opening, is completely covered during quick runoffs, making it very difficult to keep clean.

In the quick runoff we had at Christmas time, and one a week or so later, several houses were flooded in this vicinity and water backed 1 or 2" of entering a large bowling alley, which would have a very expensive flooring.

Mr. Collier suggests another pipe at this location, but in talking to him recently, we both agreed if the present pipe could function to its full capacity would be sufficient. In order to get full capacity, I think another trash rack should be installed approximately 8 feet up stream from the intake.

This trash rack should be the full width of the ditch, which is 12 feet, and have openings between the bars of not less than 4". With this trash away from the intake we would have room to install a hood on the intake and to facilitate the entrance of the water into the pipe. What I have in mind would cost in the neighborhood of $1,000.00, but I would like someone from the Salem office, preferably Mr. Edgerton, to inspect and suggest a remedy.

The Bureau of Reclamation has turned all maintenance on the drainage ditch in question to the Klamath Irrigation District. Mr. Ray L. Roberts, Manager of the Klamath Irrigation District has stated that they will be agreeable to any corrective measures we might have at this point.

DEAN SWIFT
Division Engineer

DS:me
Encl.

US-31(5) S. 6th St.(K. Falls) Gr. Sep. 1956
Struct. over S.P.R.R., Klamath
#4615 Falls-Lakeview Hwy. Folder # 1

W. W. Stiffler

RECEIVED
FEB 8 1956
FOR FILING

[illegible]
46[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
[illegible], 1956

SUBJECT:

To:

Mr. [illegible]
Division Engineer
[illegible], Oregon

Receipt is acknowledged of your letter of January [illegible], 1956 relative to the 48" [illegible] under [illegible] [illegible] Highway near Altamont Drive in [illegible].

We attach a print of map and profile of that section showing the location of this pipe. There is no information as to the grades involved. Mr. Jones advised, over the phone, that there may be a partial syphon involved and that the grating on the end is at an angle slightly steeper than 45° and made up of steel bars, probably 5/8" or 3/4", placed vertically with one inch spacing between.

We recommended Mr. Jones to remove, at his early convenience, part of the bars leaving every third bar in place. He suggested one of the bars removed be [illegible] over each of the bars left in place as reinforcement.

With the remaining [illegible] opening, it is our hope that the small material that causes the most trouble will go through the rack and culvert without trouble. It keeps a large part of the material that caused the most [illegible], grass, weeds, etc., which would pass no difficulty going through the pipe. Mr. Jones stated that his office was unaware of the [illegible] responsibility to keep this rack clean inasmuch as the Bureau of Reclamation took care of it before.

We believe that increasing the size of opening to permit most of the small debris to pass through the culvert, and regular inspection and cleaning of the grate by the [illegible] Crew, particularly during periods of heavy run off, will remove the immediate threat of further difficulty.

To remove the hazard to the men who may be called upon to remove drift, we have asked Mr. Jones to have a platform or cat walk with a railing above the grate where a man can stand while inspecting or removing an accumulation of drift or debris.

Mr. Jones will obtain data, when possible, showing the elevation of the inlet, outlet and ditch and after further observation of the situation, we can determine if further pipe capacity is needed that might justify a modified opening or outlet and if larger or smaller openings are needed on the trash rack.

NOTED
W. W. STIFFLER

We believe Mr. [illegible] Mr. [illegible] personally of [illegible] Mr. C[illegible]'s letter was [illegible].

I. A. [illegible]
Assistant Maintenance Engineer

[illegible]
Enclosure
cc - C. W. [illegible]
[illegible]

RECEIVED
FEB 8 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 8 1956
FOR FILING

4615

FORM 2-129 REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

CERTIFIED MAIL

February 8, 1956

Mr. W. M. Jackle
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco, California

NOTED
W. C. WILLIAMS

Re: Fux 129 R-9727
South 6th Street Overcrossing
Klamath Falls

Dear Mr. Jackle:

Herewith I return to you original and duplicate copy of easement agreement and original and duplicate copy of construction agreement, covering the South Sixth Street project in Klamath Falls, your File 912457/323, all of which copies have been executed by the Highway Commission. The easement agreement has been acknowledged by the Commission.

Through oversight, the easement agreement was not executed by the Highway Commission in triplicate, and it is hoped that a conformed copy can be made for your records.

Mr. G. S. Paxson, Assistant State Highway Engineer, referred the instruments after his examination, and his communication contains the following comment:

> "Also you will note that neither the agreement itself or the easement document convey to the State title to the land now occupied by the spur track. In the railroad company's letter accompanying these documents, they say on the bottom of page 2 and the top of page 3 that the sale of Parcels 1 to 4, which are pieces of right of way needed for the project, and the exchange of Parcel 5, which is the right of way now used by the spur track, are before their management for authority."

It is assumed, however, that these transfers of title will be taken care of in due course.

In your letter to Mr. Paxson, you suggest that it would be desirable to have the City of Klamath Falls take action to formally vacate the street area. This is a matter which was discussed verbally with representatives of your Company some time ago. I do not believe that a formal vacation of the street will be advisable from the standpoint of the public, or beneficial to your Company. The conclusions in that regard are based upon the following considerations:

1. On May 5, 1906, Klamath County established a county road by order recorded in County Commissioner Journal 4 at page 205. Based upon reports from Wilson Title & Abstract Company, Klamath Falls, this road appears to have covered what now is designated as South 6th Street.

2. Under date of February 11, 1908, William A. Wright, et ux, and Hot Springs Improvement Company conveyed to California-Northeastern Railway Company property, which, although the area has not been platted out, is assumed to have covered your existing railroad yards. This instrument was recorded on March 11, 1908, in Volume 23 at Page 616 of the County Deed Records. The conveyance contained this exception: "That portion set aside for purpose of County Road as per Petition of Tax Payers and Order of County Court, dated May 5th, 1906." This, again, is given to us by Wilson Title & Abstract Company as covering South 6th Street.

We are unable to find where jurisdiction over the county road on South 6th Street ever was transferred to the City of Klamath Falls, either by the County or by legislative action, and the authority of the City to take action to formally vacate the public way is somewhat doubtful.

You will note that the deed of February 11, 1908 specifically excepted "that portion set aside for purpose of County road as per Petition of Tax Payers and Order of County Court, dated May 5, 1906", so it would appear that the underlying fee has remained in the original owners, subject to such easement rights as the public or the railroad may have. From the standpoint of title, it would appear desirable to let matters remain as they are.

It also would not appear desirable, from the standpoint of the public, to relinquish any rights which it may have in the existing public way and no commitments have been made to the effect that such rights would be relinquished. It may be within the realm of possibility that, at some time in the future, additional facilities for highway needs will be required but that will be a matter for the Public Utilities Commissioner, or his successor in jurisdiction, to decide. We do not feel that after the completion of the construction and the closing and barricading of the existing crossing to public travel it can be reopened without a valid order.

In so far as we were able to dig out the facts, the history of the present overcrossing structure was outlined in a letter to Mr. Frank McColloch dated June 10, 1955, a copy of which was sent to Mr. L. C. Crocker. If this communication has not previously come to your attention, it is mentioned for such informative value as it may have.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RH
cc: Mr. L. R. Smith
Mr. Frank C. McColloch
Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. H. B. Glaisyer
Mr. C. W. Enfield

RECEIVED
FEB 9 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 8 1956
FOR FILING

US-31(5)

4615

February 7, 1956

Lorenz Lumber Company
217 First National Bank Building
Klamath Falls, Oregon

Attention: Mr. G. C. Lorenz, President

Gentlemen:

I have your letter of February 6 concerning the steel trusses in the present South Sixth Street Overcrossing. Bids were opened on this project in December, and the contract was awarded a few days ago. The contract completion date on the new structure is August 31, 1957, and, since the existing structure must remain in use until the new structure is complete, there is no possibility of releasing the steel trusses prior to that time.

At such time as these trusses become available, we must, by law, put them up for public bid prior to making any sale.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

TEL[illegible] LAPWAI 88

TELEPHONE, LAPWAI 5

~~SPANGLER~~ LORENZ LUMBER CO.

MANUFACTURERS OF
PONDEROSA PINE - LARCH - DOUGLAS FIR

~~SPALDING, IDAHO~~

217 First National Bank Bldg.,
Klamath Falls, Oregon

Feb. 6, 1956

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Attn. Mr. G. S. Paxson
Asst. State Highway Engineer

Re: South Sixth Street Steel
Spans in Klamath Falls

We notice by the local paper that the contract has actually been let for the South Sixth Street project, so we are wondering if you have any definite idea now as to when the present steel structure might be available. Can you tell us how long after the new structure is completed and in use before you might be able to turn the old steel bridge over to someone who might purchase it?

We believe we can fit some of the steel into our road building program and other projects in California but what is bothering us is the late delivery.

Can you give us an idea of what you might want per ton for this structure when it is for sale.

Yours very truly,

LORENZ LUMBER CO.

By G.C.Lorenz

G. C. Lorenz, Pres.

GCL:MM

cc: Glenn J. Lorenz
W. C. Lorenz

NOTED
G. S. PAXSON

Complete
Aug 31-57

RECEIVED
FEB 7 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 1 1956
FOR FILING

U.S.-31(5)
4615

Salem, Oregon
January 31, 1956

South Sixth Street Overcrossing in Klamath Falls

Mr. J. W. DeSouza

Herewith duplicate easement and construction agreements for the South Sixth Street Bridge in Klamath Falls. These have been signed by the Highway Commission and are ready to go to the Railroad Company. Will you please send Mr. Glaisyer a copy of the letter of transmittal.

G. S. Paxson

GSP:gm

Attach.

RECEIVED
FEB 27 1956
FOR FILING

US-31(5)
4615

January 30, 1956

Tom Lillebo
Reedsport, Oregon

Dear Sir:

The State Highway Commission on December 20, 1955 accepted your proposal for construction of the South 6th Street grade separation structure on the Klamath Falls-Lakeview Highway in Klamath County for the sum of $899,964.25 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4615.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: R. G. Savage (SIAC)
Forrest Cooper
S. H. Probert
P. M. Stephenson

Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Wash.

Attn: Dorothy McCormack

RECEIVED
FEB 2 1956
FOR FILING

US-31(5)

4615

January 30, 1956

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 30, 1956
1:45 p.m.

Tom Lillebo
Reedsport, Oregon

Contract for grade separation structure over S.P.R.R. on Klamath Falls-Lakeview Highway in Klamath ~~County~~ Falls for which you submitted low bid on December 20, 1955 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Confirmation
Accounting (5003-900)
Files ✓
C. W. Head

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

CAG/dp

Attached

cc C. A. Gardner

RECEIVED
FEB 2 1956
FOR FILING

US-31(5)
4615

January 30, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: South Sixth Street (Klamath Falls)
Overcrossing, F.A.P. No. US-31(5)

On December 21, the Highway Commission accepted the low bid of Tom Lillebo, Reedsport, Oregon, in the amount of $899,964.23 for the above project and instructed the Engineer to award the contract to the low bidder when certain matters pertaining to the State-railroad agreement were cleared up to the satisfaction of the Engineer. These matters are now in order, and we propose to award the contract to the low bidder as of this date. May we have your concurrence in the award of this contract.

All rights of way for the project have been acquired. We have previously forwarded you three copies of a letter dated December 7 signifying Southern Pacific Company's approval of the plans, three copies of P.U.C. order 34051 and supplemental order 34093, and three copies of an estimate and agreement with the Western Union Telegraph Company.

Attached hereto are two incomplete copies of the State-railroad agreement. This agreement is satisfactory to the Highway Commission and has been signed by them. We are in the process of acquiring the signatures necessary from the Southern Pacific Company. Completed copies of the agreement will be furnished you when all necessary signatures are obtained.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

CAG/dp

Attached

cc C. A. Gardner

RECEIVED
MAR 15 1956
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
January 27, 1956

SUBJECT: Pux 129-South 6th Street Overcrossing
Klamath Falls

To: Mr. C. W. Enfield
Chief Counsel
Office

Herewith I hand you, by special messenger, original and duplicate copy of easement agreement and original and duplicate copy of construction agreement covering the South 6th Street Overcrossing project in Klamath Falls. These are accompanied by letters from W. M. Jaekle, Chief Engineer, Southern Pacific Company, to Mr. Paxson, and copy of his memorandum to me.

Mr. Paxson states that the contract must be awarded by next Wednesday so it would appear very desirable if the instrument can be executed by the Commission at this meeting.

Mr. Paxson makes some comment regarding exchange of lands and Mr. Jaekle has some comment about the City vacating the present street location. I do not consider either of these items of sufficient importance to raise the question of revising the instruments as they can be satisfactorily handled later. As you know, it has been my recommendation that vacating the existing street would raise questions of title which might be to the detriment of Southern Pacific Company.

It is requested that, after execution by the Highway Commission, Mr. Glaisyer return both copies to me as soon as possible for further handling with Southern Pacific Company.

Form for acknowledgement by the Highway Commission of the easement agreement has been added to that instrument.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. W. C. Williams
Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. H. B. Glaisyer

NOTED
H. B. GLAISYER

RECEIVED
JAN 30 1956
FOR FILING

125-3(12)
4615

Salem, Oregon
January 27, 1956

South Sixth Street project

Mr. J. W. DeSouza

Herewith duplicate counterparts and an extra copy of a grant of easement covering the South Sixth Street project in Klamath Falls and an agreement covering the details of construction and maintenance. Both of these documents are from the Southern Pacific Company.

I have read these documents over and find nothing to which we would object in the agreement, but I would call your attention to one or two matters which may need some clarification. In Article 2, paragraph (c), we are to convey to the railroad a "good merchantable legal record title" to the right of way which we are providing for the relocation of the spur track in the northerly part of the project. I assume that the title to this land is such that we can convey the kind of title to the railroad which they ask.

Also you will note that neither the agreement itself or the easement document convey to the State title to the land now occupied by the spur track. In the railroad company's letter accompanying these documents, they say on the bottom of page 2 and the top of page 3 that the sale of Parcels 1 to 4, which are pieces of right of way needed for the project, and the exchange of Parcel 5, which is the right of way now used by the spur track, are before their management for authority. I also note that in Section 7 on page 5 the railroad agrees to maintain that portion of the grade crossing where we are widening the existing crossing of the spur track between lines 2 feet outside the rails of the track. This provision would put all the burden of maintenance on the railroad company, whereas it is our practice to maintain the pavement ourselves. I do not think this provision should be objected to, as it is more favorable to the State than the practice which we usually follow.

It would be appreciated if you would check these agreements and return them to me. I want to get copies of the construction agreement to present to the Bureau of Public Roads so that we can make our award before they are sent out to the Commission. Our 45 days in which we can hold award of this contract expires next Wednesday, so I would appreciate as early action as is possible.

G. S. Paxson

Attach.

GSP:gm

cc Mr. P. M. Stephenson

appreciate as early action as is possible.

G. S. Paxson

Attach.

GSP:gm

cc Mr. P. M. Stephenson

RECEIVED
DEC 27 1955
FOR FILING

1LS-31(5)
4615

December 22, 1955

Lorenz Lumber Co.
217 First National Bank Building
Klamath Falls, Oregon

Re: South Sixth Street steel
spans in Klamath Falls

Gentlemen:

We took bids on the South Sixth Street project on December 20 and anticipate letting a contract in the immediate future. Under this contract the new project is not scheduled for completion until August 31, 1957. The steel from the existing bridge would not be available until after that time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

NOTED
G. S. PAXSON

RECEIVED
DEC 27 1955
FOR FILING

11S-31(5)
4615

December 22, 1955

Lorenz Lumber Co.
217 First National Bank Building
Klamath Falls, Oregon

Re: South Sixth Street steel
spans in Klamath Falls

Gentlemen:

We took bids on the South Sixth Street project on December 20 and anticipate letting a contract in the immediate future. Under this contract the new project is not scheduled for completion until August 31, 1957. The steel from the existing bridge would not be available until after that time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

NOTED
G. S. PAXSON

TELETYPE, LAPWAI 88 TELEPHONE, LAPWAI 5

~~SPANGLER~~ LORENZ LUMBER CO.

MANUFACTURERS OF
PONDEROSA PINE - LARCH - DOUGLAS FIR

~~SPALDING, IDAHO~~
217 First National Bank Bldg.,
Klamath Falls, Ore.

Dec. 6, 1955

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Attn. Mr. G. S. Paxson
Asst. State Highway Engineer

We want to acknowledge your letter of Nov. 18th and wish to advise that I will talk over the contents of your letter with our engineer and see if there is any possibility of us using the present bridge over South Sixth Street.

At this time, can you give us an idea as to when this structure might be available? The availability, of course, will be very important as far as we are concerned. We hope to have our project in operation by June of next year and if we could use this structure in question, we should have it not later than April of 1956.

We should appreciate hearing from you at your convenience.

Yours very truly,

LORENZ LUMBER CO.

By G. C. Lorenz m.

GCL:MM

G. C. Lorenz, Pres.

Contract completion Aug 31, 1957

RECEIVED
DEC 7 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

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FOR FILING

US-3[illegible]
3615

December 21, 1955

Mr. C. C. Kelley
c/o Dr. Kathryn A. Kelley
5020 Van Nuys Blvd.
Van Nuys, California

Dear Charlie:

I have just returned from a meeting of the Highway Commission in Portland yesterday and find on my desk your letter requesting a copy of the tabulation of the bids that were received by the Commission at that time for the South Sixth Street Project in Klamath Falls. I am very glad to respond. Such tabulation is enclosed not only for this particular project, but for all projects that were advertised for that letting. You will note that your old friend Tom Lillebo, Reedsport, was the low bidder for the South Sixth Street Project. His bid was accepted by the State Highway Commission and was referred to the Engineer to award the contract to Mr. Lillebo when right of way matters have been clarified. Just how soon that will be is something that I am not in a position to state at this time, but it must be clarified within the next 45 days. Otherwise, the time for award will lapse unless extended by Mr. Lillebo.

You probably are interested in the unit prices bid by the several contractors on this job. The tabulation is now being prepared on that basis and as soon as it is ready to distribute will see that a copy is sent to you. If you want the unit prices on the other jobs, let me know and I will send you a complete set.

I note the addition that you made to your letterhead. I, too, am getting that way and probably will take a rest not many years hence. Our son who still is in the Air Corps has been assigned to Wiesbaden in Germany for a tour for two or three or four years. He leaves on this assignment the middle of January. Margaret and I are making plans to visit he and his family sometime next summer when they get settled. We have wanted to make that trip for many years and maybe now is the time to do it.

Sure hope you have a fine vacation down in Mexico. The probabilities are that you will find quite a change from the last time that you were in that country. Anyway, hope you have a mighty fine time

RECEIV

and come back very much rested and refreshed and "rarin' to go".

Best wishes to both of you for a swell holiday season and continued success and happiness in the coming year I remain,

Sincerely yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

Enclosure

RECEI

CHARLES C. KELLEY
CONSULTING CIVIL ENGINEER (Tired)
520 NORTH EIGHTH STREET
KLAMATH FALLS, OREGON

Dec 17. 55

Dear Herb:

Am taking off tomorrow to spend the Hollidays with the daughter in Calif and will go on down to Mexico to check up on the progress there, after an absence of about half a century.

I quoted contractors prices on some material for use in the proposed viaduct at K.F. and request that you send copy of the tabulation of bids, care

Dr. Kathryn A. Kelley,
5620 Van Nuys Blvd.
Van Nuys, Calif.

Merry Xmas and a Happy New Year to you and yours.

C.C.Kelley

ANSWERED

S-2705-B

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FOR FILING

Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

W. M. JAEKLE
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
R. W. PUTNAM
ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
H. M. WILLIAMSON
ASSISTANT ENGINEER MAINTENANCE OF
WAY AND STRUCTURES
W. J. JONES
ASSISTANT ENGINEER MAINTENANCE OF
WAY AND STRUCTURES

IN REPLY PLEASE REFER TO

[illegible]

December 7, 1955

912457/323

Mr. R. H. Baldock (2)
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. P. M. Stephenson
Bridge Engineer

Dear Sir:

Reference is made to your letter dated November 23rd to Mr. A. W. Kilborn, our Division Superintendent at Dunsmuir, sending him prints of your drawings covering the structural details for the proposed South Sixth Street Overcrossing in Klamath Falls.

The drawings have been reviewed, and under separate cover, we are returning one (1) approved set to you for the records of the State.

Yours very truly,

W. M. JAEKLE
PER RCN.

Given to Bridge Dept.
12-9-55

RECEIVED
DEC 9 1955
OFFICE OF
STATE HIGHWAY ENGINEER

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November 25, 1955

Oregon State Highway Commission

Gentlemen:

We plan to call for bids at the December meeting for the South Sixth Street railroad overcrossing in Klamath Falls. While you have officially approved this project, you have NOT given formal approval to the survey route.

I attach hereto a sketch map indicating the routing for the new overcrossing and connections thereto and recommend your approval for the section extending from Engineer's Station 20+43 to Engineer's Station 50+40.

This matter will be on the agenda.

Very truly yours,

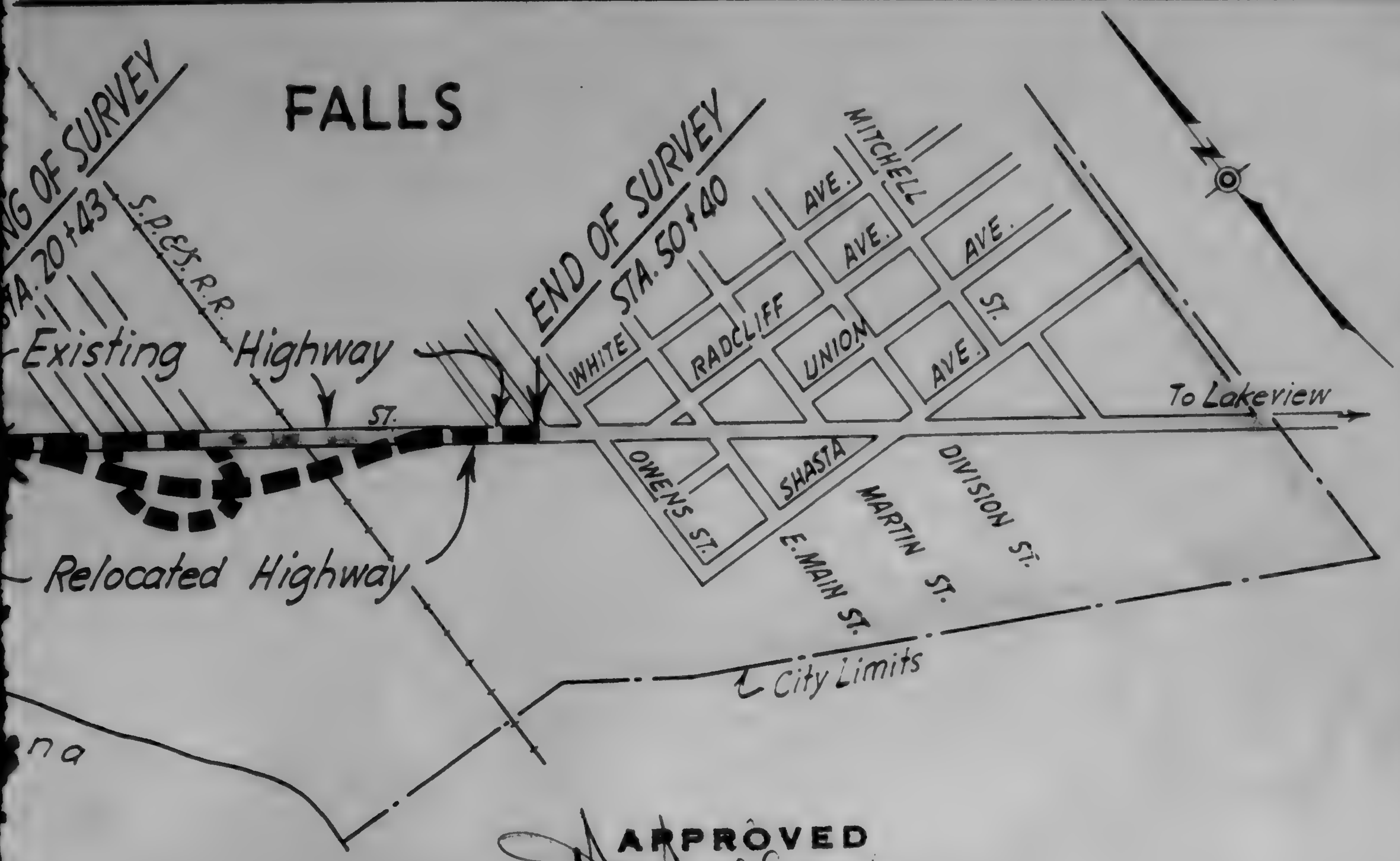
R. H. Baldock
State Highway Engineer

Attachment

cc Mr. Forrest Cooper
Mr. R. L. Porter

WCW:me:gm

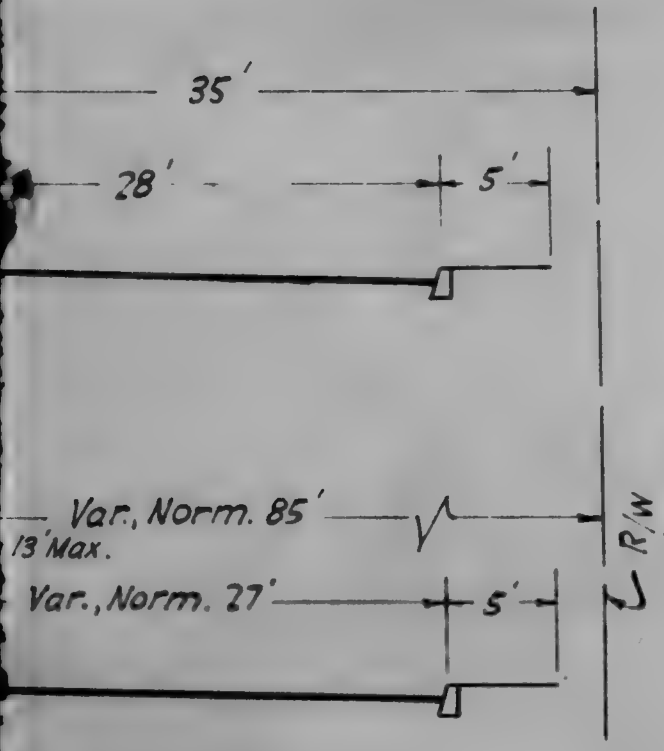
IR-5-832


FALLS
NG OF SURVEY
STA. 20+43
S.P.&S. R.R.
END OF SURVEY
STA. 50+40
Existing Highway
ST.
Relocated Highway
MITCHELL
AVE.
WHITE
RADCLIFF
AVE.
UNION
AVE.
AVE.
ST.
To Lakeview
OWENS ST.
SHASTA
MARTIN ST.
DIVISION ST.
E. MAIN ST.
City Limits
na

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Date 11-23-55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13' Max.
Var., Norm. 27'
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R/W

ONS

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

S. SIXTH ST. (KLAMATH FALLS) R.R. O'XING SEC.

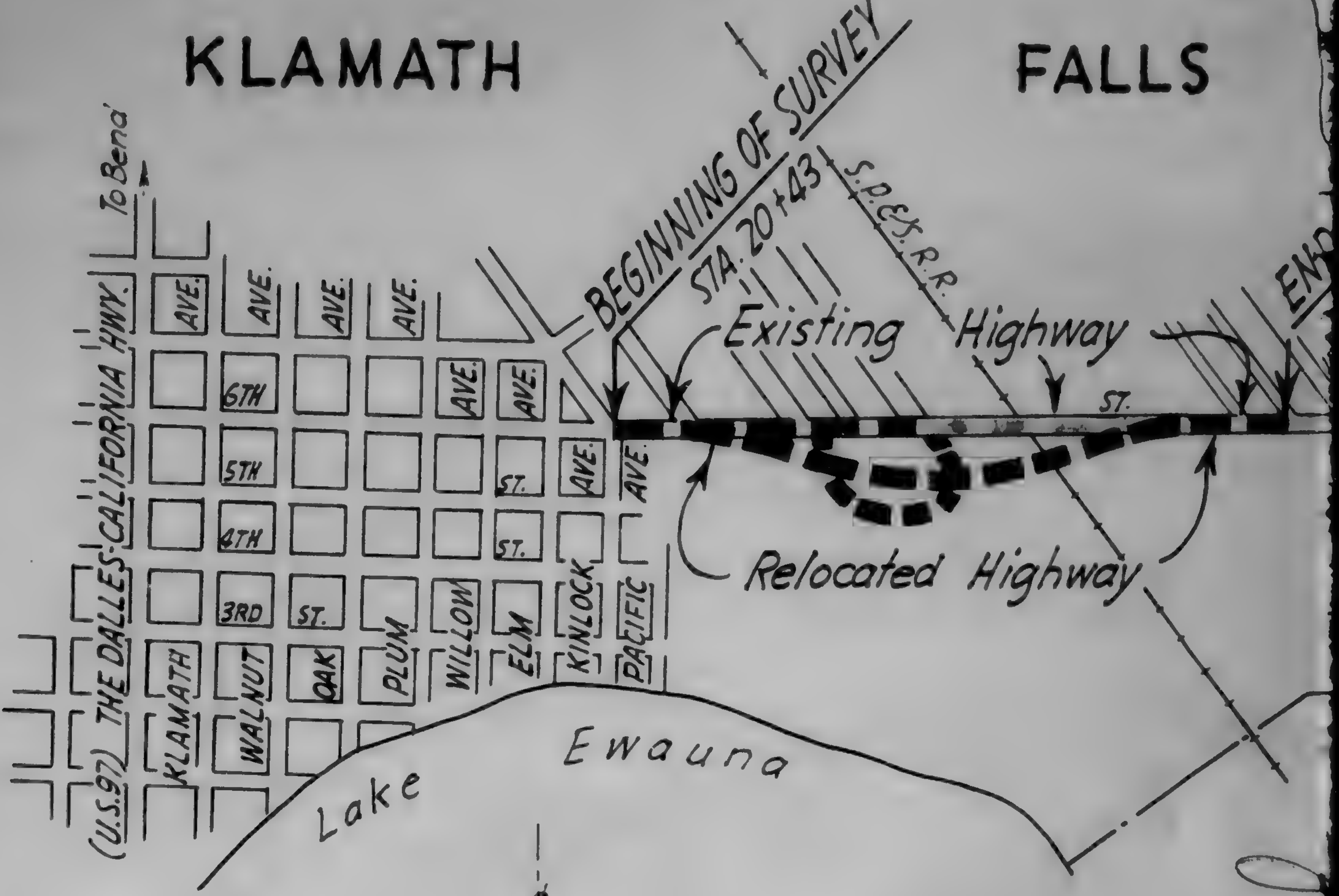
KLAMATH FALLS-LAKEVIEW HIGHWAY

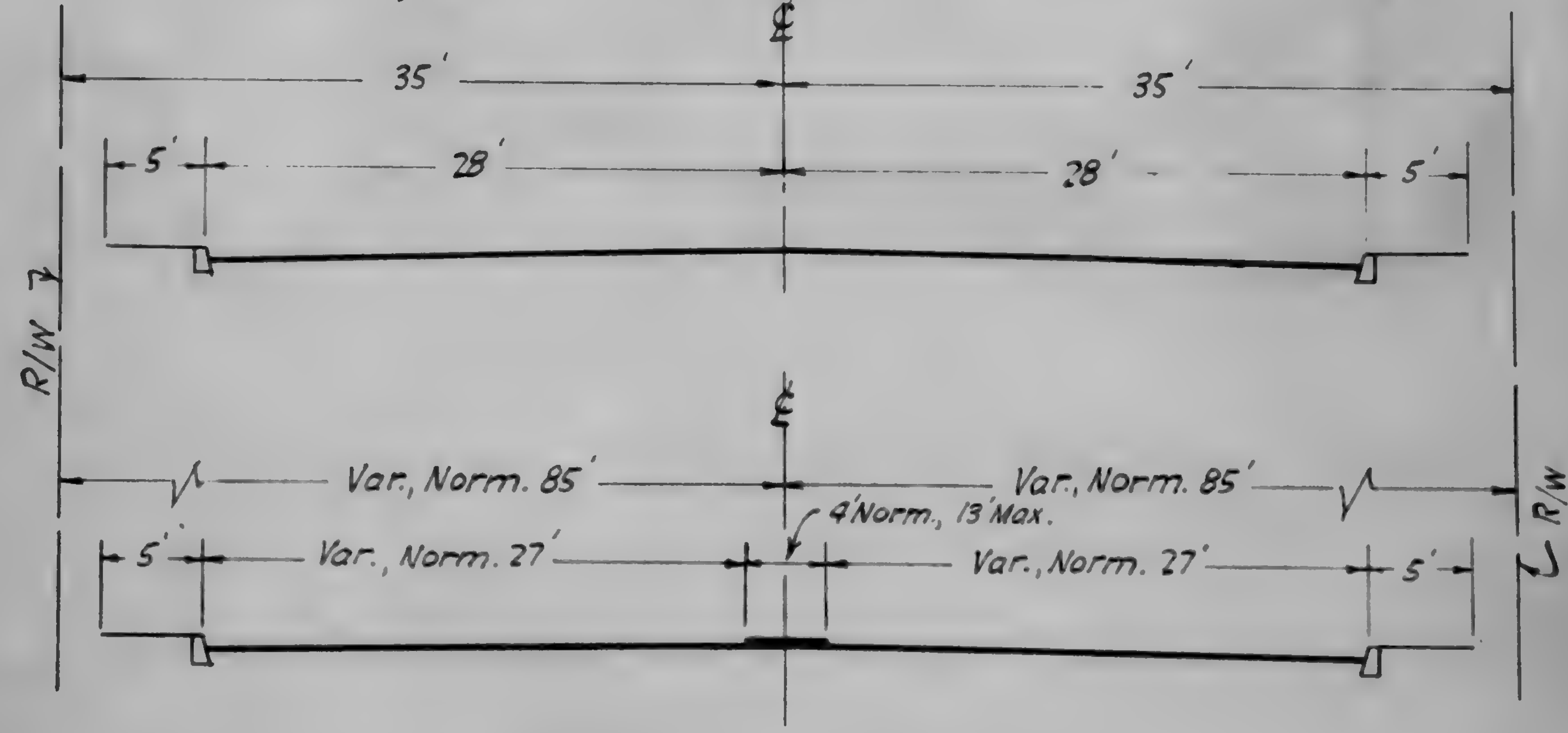
KLAMATH COUNTY

Scale: 1" = 800'　　Dec., 1955

DRG. NO. IR-5-832

(See 6B-1-4 & 6B-2-14 for details)


KLAMATH
FALLS
To Bend
BEGINNING OF SURVEY
STA. 20+43
S.P.&S. R.R.
END
Existing Highway
ST.
Relocated Highway
THE DALLES-CALIFORNIA HWY. (U.S. 97)
AVE.
6TH
5TH
4TH
3RD ST.
KLAMATH
WALNUT
OAK
PLUM
WILLOW
ELM
KINLOCK
PACIFIC
Lake Ewauna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TYPICAL SECTIONS

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FOR FILING

FORM [illegible]

US-31(5)

41-15

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 23, 1955

NOTED
W. C. WILLIAMS

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

Dear Sir:

Herewith seven copies of a sketch map for use in securing Commission approval of the South Sixth Street Railroad O'Xing Section in Klamath Falls.

This is a 1956 FAU Project with an allocation of $780,000 and scheduled for the December letting. Mr. Cooper has checked and approved these sketches.

Very truly yours,

Forrest Cooper
Construction Engineer

By Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

RECEIVED
NOV 21 1955
FOR FILING

US-31 (5)
4615

November 18, 1955

Lorenz Lumber Company
217 First National Bank Building
Klamath Falls, Oregon

Attention: Mr. G. C. Lorenz

Gentlemen:

We had some correspondence in July concerning the availability and load-carrying capacity of the steel trusses in the present South Sixth Street Overcrossing. I am attaching hereto a print from our Drawing 3849-A which shows the material and stresses in this structure under a log-truck loading such as is shown at the bottom of the sheet. In your letter of July 19, you mention loads of 100 to 125 tons. The analysis which we have shown is only half that, or a load of 125,000 pounds. This corresponds to about the maximum load that is being carried on logging roads in this vicinity.

You will note from the stress sheet that the truss itself is adequate to carry the 125,000 pounds. This is also true of the floor beams, but the stringers would be badly overstressed. We have shown on the plan two schemes for reinforcing the stringer system. One of these requires the addition of four lines of stringers and will allow the use of the entire deck width. If the structure is operated as a one-way bridge, the addition of two-line stringers and the installation of curbs to control the placing of loads would be adequate. Since the concrete deck will be removed in dismantling the trusses, we have assumed that a timber deck would be used in re-erection of the structure.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gs
Attach.

NOTED
G. S. PAXSON

RECEIVED
NOV 15 1955

FOR FILING

45-31[illegible]
4615

November 14, 1955

Mr. W. M. Jaekle, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Sir:

Reference is made to your letter of November 10 concerning the agreement between the Southern Pacific Company and the State covering the South Sixth Street overcrossing project in Klamath Falls. The prices on the Southern Pacific's property to be conveyed to the State, as given in the above letter, are satisfactory and will be recommended to the Highway Commission for approval. It is suggested that you proceed with the preparation of the agreement based on this understanding.

With reference to the installation of the signal at the crossing between Market Street and Broad Street, our Traffic Engineering Division will be available for conference with your representatives at any time you may find convenient. We will also be glad to discuss further with you the allocation of cost. We would suggest that this conference be held here in Salem and would ask that you give us a few days notice as to the date which would be most convenient for you. I see no reason why the matter of signals cannot be deleted entirely from the main railroad agreement and covered by a separate agreement after we have reconciled any differences as to the type or allocation of cost.

Your proposal as to the handling of right of way for the spur track "N" is satisfactory. From the map accompanying your letter (Shasta Division A.G.M. 9447), I assume that you will grant an easement for the additional area involved in the crossing of the spur track between Market Street and Broad Street. In your letter you did not mention the service road near the roundhouse which crosses both parcels of property lying to the south of the tracks. In conveying these properties to the State as proposed in your letter, you will probably wish to reserve an easement for this service road, which will be entirely satisfactory to the State.

Map attached to R.L. Porter's copy of this letter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

NOTED
G. S. PAXSON

GSP:gm
cc Mr. R. L. Porter
Mr. F. B. Crandall

S-2705

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

W. M. JAEKLE
CHIEF ENGINEER
R. C. NISSEN
ASSISTANT CHIEF ENGINEER
R. W. PUTNAM
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
H. M. WILLIAMSON
ASSISTANT ENGINEER MAINTENANCE OF WAY AND STRUCTURES
W. J. JONES
ASSISTANT ENGINEER MAINTENANCE OF WAY AND STRUCTURES

November 10, 1955

912457/323

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
__Asst. State Highway Engr.__

Dear Sir:

Reference is made to your letter of October 21, 1955, File South Sixth Street Overcrossing in Klamath Falls, wherein you outline various items to be covered in the proposed agreement to be prepared by this company.

There are two items in your letter to which we take exception. The first under Paragraph (i) "Things to be Done by Railroad" mentions conveyance of certain parcels of right of way to the State at prices to be agreed upon by State and Railroad. We would prefer to have an agreement with the State as to the unit price of the various parcels involved prior to execution of the agreement. The agreement would then simply state that certain parcels were being conveyed to the State. In this connection, we have appraised the various parcels which are illustrated on the attached print of Shasta Division Drawing AGM-9447, Sheet 10F, which are colored in yellow tint as follows:

Parcel #1,	located westerly of Broad Street	$1.50 per sq. ft.
Parcel #2,	which is jointly owned with the Great Northern Railway Company, located easterly of Broad Street	$1.50 per sq. ft.
Parcel #3,	located northerly of Sixth Street and easterly of our tracks in the vicinity of the roundhouse	$ .35 per sq. ft.
Parcel #4,	located southerly of Sixth Street and easterly of our tracks	$ .15 per sq. ft.

To date we have received no offer from you for these parcels but it is our understanding that your appraisals have been made. If you find our prices quoted above in order and agreeable to the State it would be appreciated if you would advise as soon as possible. Should there be disagreement as to price we would suggest a meeting

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G. S. P

in the near future so that the matter can be discussed and perhaps resolved.

The other item to which exception is taken is the matter of installation of crossing protection between Market Street and Broad Street. We have reviewed your proposal in this regard and feel that four sets of signals are required rather than three illustrated on your sketch. We are also not in agreement with the proportioning of costs as proposed in your letter. We would like to discuss this matter with you further and propose to have our representative call upon you in this regard in the near future. However, to avoid delay in preparation of the agreement covering the entire project, it is our suggestion that the matter of crossing protection be omitted from the agreement at this time and handled separately as soon as it can be resolved.

With regard to right of way for spur track "M", we propose to deed to the State the right of way underlying the existing track and have State deed to the Railroad right of way required for the track in its relocated position, reserving to the State easement for highway purposes as required. The other items appear satisfactory and in accordance with our understandings.

Kindly advise if our appraisal figures are satisfactory and if the matter of crossing protection can be eliminated from the agreement at this time.

Yours truly,

WM Jaekle

Enc.

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OFFICE OF
STATE HIGHWAY ENGINEER

NO D
G. S. PAXSON

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OCT 25 1955
FOR FILING

11-3-3(5)
4215

October 21, 1955

Mr. W. M. Jaekle
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: South Sixth Street Overcrossing in Klamath Falls

Dear Sir:

You have undoubtedly already received copies of Oregon Public Utilities Commissioner Order No. 34051 covering the South Sixth Street Overcrossing project in Klamath Falls, but for your ready reference I am enclosing an additional copy. I assume that the usual procedure under which your company will draft the State-Railroad agreement will be followed.

The procedure to be followed, as informally agreed upon in conference in Klamath Falls, is, as we understand, as follows:

THINGS TO BE DONE BY STATE

(a) At its own expense State shall furnish, or cause to be furnished, all labor, materials, tools and implements, and perform, or cause to be performed, all work of constructing the structure, approaches thereto, and service roads incidental to the project. The project shall be constructed in a manner so as to accommodate Railroad's tracks and facilities in accordance with plans and specifications which shall be subject to the approval of both State and Railroad.

(b) When the new overcrossing structure and the approaches thereto are complete and opened to public travel, the State shall remove, or cause to be removed, the existing overcrossing of the Railroad's tracks on South Sixth Street and the approaches thereto. The removal of the structure over and adjacent to Railroad's tracks shall be done in a manner agreed upon by State and Railroad.

(c) After removing the existing overcrossing, the State shall erect barricades across South Sixth Street at Railroad's right of way lines.

(d) The State shall convey to Railroad a right of way across State's property lying north of Railroad's tracks for the relocation of Railroad's industrial spur track as shown on the map. The area to be conveyed shall be 22 feet in width, being 11.0 feet on each side of Railroad's center line. The conveyance

NOTED
G. S. PAXSON

shall be subject to the right of State to build and maintain columns and foundations within the area as shown on the plans. The description of this area is attached and marked Parcel No. 7.

(e) The State shall construct the grade for the relocated industrial spur track up to the bottom of the ballast in accordance with the line, grade and cross section shown on the plans.

(f) The State shall reimburse Railroad for one half the cost of furnishing and installing traffic signals at the crossing of South Sixth Street near Highway Station 26+30, between Market Street and Broad Street, by Railroad's spur line.

(g) The State shall reimburse Railroad for all cost and expense insurred by Railroad in connection with the construction of the project except those costs and expenses specifically listed hereinafter as to be borne by Railroad. Such reimbursement shall be subject to the provisions of General Administrative Memorandum No. 299 of the Bureau of Public Roads, Department of Commerce, and any amendments and supplements thereto.

(h) The State shall maintain the overcrossing structure with its approaches and appurtenances.

THINGS TO BE DONE BY RAILROAD

(a) Railroad shall furnish such watchmen, flagmen and inspectors as it may deem necessary to protect and safeguard property, engines, trains and cars at the site of the project during the period of construction.

(b) Railroad shall furnish and place ballast, ties, rails and accessories on the relocated spur track crossing under the overcrossing structure at approximately Railroad Station 6+7[illegible].38 and Highway Station 37+45.08 as shown on the map.

(c) Railroad shall remove and salvage ties, rails and accessories from the existing spur track now crossing highway center line at approximately Highway Station 34+45, and shall credit State with the value of material salvaged.

(d) Railroad shall make necessary changes in its signal lines and signals and provide protection for same during construction.

(e) Railroad shall furnish and install traffic signals at the crossing of South Sixth Street near Highway Station 26+30, between Market Street and Broad Street, by Railroad's spur line. Railroad shall bear one-half the cost and be reimbursed for one-half the cost by State as hereinbefore provided.

(f) Railroad shall reimburse State for one-half the cost of removing the old overcrossing structure over the Railroad's tracks and the approaches thereto, less one-half of the value of items salvaged from structure.

(g) Railroad shall cooperate with State in the rerouting of rail movements and the temporary closing of existing tracks to the fullest extent consistent with necessary train movements.

(h) Railroad shall maintain its railroad tracks with their facilities and appurtenances.

(i) Railroad shall convey to the State certain parcels of Railroad's nonoperating property shown on the attached map entitled "South Sixth Street Overcrossing, Klamath Falls, Klamath County" and dated June 30, 1954, which parcels are designated Parcels 1 to 5 inclusive at prices to be agreed upon by State and Railroad. Descriptions of these parcels are given on the attached sheets dated 1-12-50 and numbered 9727. Parcel No. 3 may be considered operating property which the Railroad may not wish to convey to State. While the attached description is written as a conveyance of title, an easement for the crossing of the highway will be satisfactory to State. The relocated service road which the State proposes to build near Railroad's roundhouse, to replace the present service road on South Sixth Street, crosses Parcel No. 4 and Parcel No. 5. The alignment of this service road is shown on plan sheet number 5. Railroad may reserve an easement across these parcels for the service road.

Railroad is to convey to State the right of way of the existing spur track leading to the alley between Spring Street and Market Street. The description of this property was given in Mr. Kilborn's letter of October 14. A copy of the descriptions is attached marked Parcel No. 8 (RR Nos. 31945, 36416, and 36686).

(j) Railroad shall convey to the State an easement across its operating property shown on the attached map as Parcel No. 6 and described under the description for Parcel No. 6.

I am attaching hereto a print of the map showing right-of-way parcels 1 to 6 inclusive, the alignment of the existing railroad spur, and the spur which we propose to replace this existing spur. I am also attaching a print from a map showing the position and type of the three railroad grade crossing signals which we propose for the protection of vehicular and railroad traffic on the spur line running to the alley between Broad Street and Market Street.

I am attaching prints from our Drawings 12261 and 12263 which show the general plan of the new structure and the clearances provided for the railroad tracks; also Sheets 1 to 8 inclusive of the grading plans which show the service road near your roundhouse and the other details of the street work.

The city officials in Klamath Falls are anxious that we get this project under way as soon as possible, and we would appreciate anything that you can do in expediting the preparation of the State-Railroad agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Encls.

cc Southern Pacific Company
Dunsmuir, California

Mr. J. W. DeSouza
Mr. P. M. Stephenson
Mr. R. L. Porter

Southern Pacific Railway Co. 1-12-50 9727

South Sixth Street

Klamath

Klamath Falls-Lakeview

Right of Way

Parcel 1:

A parcel of land lying in the Northwest quarter of the Southwest quarter (NW¼ SW¼) of Section 33, Township 38 South, Range 9 East, W.M., Klamath County, Oregon, and being a portion of the following described property: That tract of land which was conveyed by that certain deed to Central Pacific Railway Co., recorded in Book 82, Page 221 of Klamath County Record of Deeds. The said parcel being described as follows:

Beginning at the West quarter corner of Said Section 33; thence North 69.3 feet along Section line and South 55° 46' 30" East 130 feet along the Southerly line of South 6th Street to the true point of beginning; thence South 55° 46' 30" East along the Southerly line of South Sixth Street 58.55 feet; thence South 10° 27' West along property line 10.87 feet; thence North 55° 46' 30" West (parallel to and 40 feet distant from the center line of South Sixth) 56.08 feet; thence North 0° 20' West along property line 12.11 feet to the point of beginning, containing 570 square feet.

Parcel 2:

A parcel of land lying in the Northwest quarter of the Southwest quarter (SW¼ SW¼) of Section 33, Township 38 South, Range 9 East, W.M., Klamath County, Oregon, and being a portion of the following described property. That tract of land which was conveyed by that certain deed to Central Pacific Railway Co., recorded in Book 85, Page 121 of Klamath County Record of Deeds. The said parcel being described as follows:

Beginning on the Southerly line of South 6th Street at the Northwesterly corner of said property; thence South 55° 46' 30" East 192.36 feet along said line of South 6th Street to the Northeasterly corner of said property; thence Southerly along the Easterly side of said property to a point which is 30 feet Southerly of (when measured at right angles to) the Southerly line of South 6th Street; thence Northwesterly on a straight line to a point in the Westerly line of said property which point is 10 feet Southerly of (when measured at right angles to) the Southerly line of South 6th Street; thence North 10° 27' East 10.93 feet to the point of beginning, containing 3850 square feet.

Parcel 3:

A parcel of land lying in the Northwest quarter of the Southwest quarter (NW¼ SW¼) of Section 33, Township 38 South, Range 9 East, W.M., Klamath County, Oregon, and being a portion of the following described property: That tract of land which was conveyed by that certain deed to Central Pacific Railway Co., recorded in Book 82, Page 221 of Klamath County Record of Deeds. The said parcel being described as follows:

Beginning at the intersection of the existing Southerly line of South Sixth St. and the Easterly line of said property; said intersection being 620.32 feet Southeasterly from the intersection of said Southerly line of South Sixth St. and the West line of said Section 33; thence southwesterly along said Easterly property line on a 487.68 foot radius curve right 60.71 feet; thence North 43° 17' West 21.5 feet to the Westerly line of said property; thence Northeasterly along said Westerly line on a 467.68 foot radius curve left 58.7 feet to the said existing Southerly line of South Sixth St.; thence along said Southerly line South 55° 46' 30" East 20.86 feet to the point of beginning, containing 1195 square feet, the grantor retaining an easement for the operation of the existing R. R. across the herein described parcel.

Parcel 4:

A parcel of land lying in the Southwest quarter (SW¼) Industrial Addition of Section 33, Township 38 South, Range 9 East, W.M., Klamath County, Oregon, and being a portion of the following described property: That tract of land which was conveyed by that certain deed to Southern Pacific Railway Co., recorded in Book 23, Page 616, of Klamath County Record of Deeds. The said parcel being described as follows:

Beginning at the Southwest corner of Block 1, Industrial Addition to Klamath Falls, said corner also being the intersection of the Westerly line of said Block 1 and the Northerly line of South Sixth Street; thence North 0° 39' 15" West along said Westerly line of Block 1, 43.40 feet; thence North 55° 33' 45" West (parallel to and 70 feet distant from the relocated center line of South Sixth Street) 240 feet; thence North 63° 51' 40" West 257.75 feet to the Northerly line of South Sixth Street; thence South 55° 45' East along said Northerly line of South Sixth Street 520 feet to the point of beginning, containing 13,710 square feet.

Parcel 5:

A parcel of land lying in Section 33, Township 38 South, Range 9 East, W. M. Klamath County, Oregon, and being a portion of the following described property: That tract of land which was conveyed by that certain deed to California Northeastern Railway, recorded in Book 23, Page 616 of Klamath County Record of Deeds. The said parcel being described as follows:

Beginning at the intersection of the Southerly line of South Sixth Street and the Easterly line of said property; thence North 55° 42' 45" West along said Southerly line of South Sixth Street 565 feet; thence South 0° 39' 15" East 170 feet; thence South 68° 31' East 500.01 feet to the Easterly line of said property; thence North 0° 39' 15" West along said Easterly property line 34.84 feet to the point of beginning, containing 47,436 square feet.

Parcel 6:

A parcel of land lying in Section 33, Township 38 South, Range 9 East, W. M., Klamath County, Oregon and being a portion of the following described property: That tract of land which was conveyed by that certain deed to Southern Pacific Railway Co., recorded in Book 23, Page 616 of Klamath County Record of Deeds. The said parcel being described as follows:

Beginning at the intersection of the Southerly line of South Sixth Street and the Westerly line of said property; thence South 0° 42' 45" East along said Westerly line 93.65 feet to the true point of beginning; thence South 67° 13' 40" East 364.08 feet; thence South 0° 39' 15" East 99.96 feet; thence North 67° 1 '40" West 363.97 feet to the Westerly line of said property; thence North 0° 42' 45" West along said Westerly line 100 feet to the point of beginning; containing 33,520 square feet.

Above described parcel being a strip of land 91 feet in width, 45.5 feet on each side of the center line of a relocated highway across said property.

The consideration herein named shall be construed to include full compensation for all claims for damages by reason of changes of graden under Section 100-125, O.C.L.A.

PARCEL NO. 7

A parcel of land lying in Section 33, Township 38 South, Range 9 East, W. M., Klamath County, Oregon, the said parcel being a strip of land extending from the southwesterly line of Sixth Street to the westerly line of the railroad station grounds and being 22 feet in width, lying 11 feet on each side of a center line described as follows:

Beginning at a point which is Railroad Station 6+65.08 on the existing spur track leading into Block 18 of Second Railroad Addition to Klamath Falls, said point also being 101.18 feet northerly (measured along the center line of the existing spur track) from the southwesterly line of Sixth Street in said Second Railroad Addition, the bearing of said existing spur track as it passes through said beginning point being designated as South 0° 15' 45" East for the purpose of this description and said beginning point being designated as Station 0+00. From said point of beginning, run on a 409.26-foot radius curve to the left an arc distance of 398.48 feet to Station 3+98.48, the tangent to said curve at Station 0+00 bearing South 0° 15' 45" East and the tangent to said curve at Station 3+98.48 bearing South 56° 03' East; thence South 56° 03' East 121.65 feet to Station 5+20.13; thence on a 409.26-foot radius curve to the right an arc distance of 336.67 feet to Station 8+56.8, the tangent to said curve at said Station 5+20.13 being South 56° 03' East and the tangent to said curve at Station 8+56.8 being South 8° 55' East, said center line crossing the westerly line of said railroad station grounds at Station 7+56.9.

31945

(Parcel No 8)

THIS INDENTURE, made the 7th day of August, 1919, between THE KLAMATH DEVELOPMENT COMPANY, a corporation, party of the first part, and CENTRAL PACIFIC RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Utah, party of the second part:

WITNESSETH:

The party of the first part for and in consideration of the sum of Ten Dollars ($10.00) lawful money of the United States of America, to it paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, and to its successors and assigns forever, the following described tracts or parcels of land situate, lying and being in the County of Klamath, State of Oregon, and bounded and particularly described as follows, to-wit:

(1) All of Lot 11 of Block 5, of Industrial Addition to the City of Klamath Falls, County of Klamath, State of Oregon, as per the official recorded plat thereof.

(2) A strip or tract of land 17 feet wide, lying equally 8-1/2 feet on each side of the center line of the Central Pacific Railway Company's spur track as now constructed in Railroad Addition and 2nd Railroad Addition to the City of Klamath Falls, and in Southwest quarter (SW.1/4) of Section 33, Township 38 South, Range 9 East, Willamette Base and Meridian, County of Klamath, State of Oregon, said center line of spur track being described as follows, to-wit:

Beginning at a point on the Westerly boundary line of the Central Pacific Railway Company's station grounds in the City of Klamath Falls, County of Klamath, State of Oregon, that is distant 290.0 feet more or less measured Southerly on and along said Westerly boundary line from the Southwesterly line of 6th Street in said 2nd Railroad Addition to said City of Klamath Falls; thence in a Northwesterly direction on a curve to the left having a radius of 573.14 feet, a distance of 180.0 feet more or less to a point on said center line of spur track known as Engineer Survey Station 6/64.4; thence Northwesterly in a straight line which is tangent to last mentioned curve and approximately parallel to said Southwesterly line of 6th Street, a distance of ~~[illegible]~~ 259.88 feet to a point. ~~which is the beginning of a curve to the right and is also known as Engineer Survey Station 12/07.7; thence Northwesterly on a curve to the right having a radius of 573.14 feet, a distance of 515.0 feet more or less to a point on said Southwesterly line of 6th Street.~~

DB 50 P. 466 9-29-19 31965

~~The last above described strip or tract of land contains an area of 0.48 of an acre, more or less.~~

(3) A strip or tract of land 17 feet wide, lying equally 8-1/2 feet on each side of the center line of the Central Pacific Railway Company's spur track as now constructed in said Railroad Addition and said 2nd Railroad Addition to said City of Klamath Falls, and in said Southwest quarter (SW.1/4) of said section 33, said center line of spur track being described as follows, to-wit:

Beginning at a point on the Southwesterly line of 6th Street in said 2nd Railroad Addition to said City of Klamath Falls that is distant 510.0 feet, more or less, measured Northwesterly on and along said Southwesterly line of 6th Street from the Westerly boundary line of the Central Pacific Railway Company's station grounds in said City of Klamath Falls; thence Southeasterly on a curve to the left having a radius of 573.14 feet; a distance of 445.0 feet more or less, to a point on said center line of spur known as Engineer Survey Station 1+18.9; thence Southeasterly in a straight line tangent to last mentioned curve, a distance of 20.0 feet; more or less, to a point on a line drawn parallel to and at a uniform distance of 8-1/2 feet Northeasterly from the center Line of the spur track first herein described.

The last above described strip or tract of land contains an area of 0.13 of an acre, more or less.

D.B 75 P. 251 3-3-27 36416

THIS INDENTURE, made this 31st day of January 1927, between BIG LAKES BOX COMPANY, a corporation, party of the first part, and CENTRAL PACIFIC RAILWAY COMPANY, a corporation, party of the second part,

WITNESSETH:

That said party of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to it paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part and to its successors and assigns forever, that certain piece or parcel of land, situate, lying and being in the West one-half of the South-west one-quarter of Section 33, Township 38 South, Range 9 East, W.B.& M., City of Klamath Falls, County of Klamath, State of Oregon, more particularly described as follows, to-wit:

> Beginning at a point in the westerly right of way line of Central Pacific Railway Company, said point being distant westerly 150.0 feet at right angles from the center line of said Railway Company's original constructed main track, (Weed to Kirk), at Engineer's Station 3365/85.74, said point of beginning bears North 42° 28' 20" West, a distance of 1988.15 feet from the one-quarter corner common to Section 33, Township 38 South, Range 9 East, W.B.M. and Section 4, Township 39 South, Range 9 East, W.B.M., said County and State; thence North 0° 57'30" West, along said westerly right of way line a distance of 10.83 feet to a point, said point being at the intersection of the southwesterly boundary line of the right of way of the Central Pacific Railway Company's Klamath Development Spur (17 feet wide) with the aforesaid westerly right of way line; thence northwesterly along said southwesterly boundary line of spur right of way (17 feet wide) on the arc of a curve, concave to the left, and having a radius of 564.64 feet (the radial line of said curve to the last mentioned point bears North 52° 56' 50" East), a distance of 99.53 feet to a point; thence southeasterly on the arc of a curve concave to the right and having a radius of 349.89 feet (the radial line of the last mentioned curve to the last mentioned point bears North 42° 50'50" East) a distance of 108.31 feet to the point of beginning, containing 0.007 of an acre, more or less.

36686

THIS INDENTURE, made this 28th day of July, 1926, between CENTRAL PACIFIC RAILWAY COMPANY, a corporation, and its lessee, SOUTHERN PACIFIC COMPANY, a corporation, parties of the first part, and BIG LAKES BOX COMPANY, a corporation, party of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, that certain piece or parcel of land, situate, lying and being in the West one-half (W-1/2) of the Southwest quarter (SW-1/4) of Section 33, Township 38 South, Range 9 East, WB&M, City of Klamath Falls, County of Klamath, State of Oregon, more particularly described as follows: to-wit:

Beginning at a point in the westerly right of way line of Central Pacific Railway Company, said point being distant westerly 150.0 feet at right angles from the center line of original constructed main track at Engineer's Station 3366+24.77, said point of beginning bears North 41°44'20" West, a distance of 2017.49 feet from the one-quarter corner common to Section 33, Township 38 South, Range 9 East, WB&M, and Section 4, Township 39 South, Range 9 East, WB&M, said County and State, said point of beginning being at the intersection of the northeasterly boundary line of the right of way of the Central Pacific Railway Company's Klamath Development Spur (17 feet wide) with the aforesaid westerly right of way line of Central Pacific Railway Company; thence northwesterly along said northeasterly boundary line of Klamath Development Spur right of way, on the arc of a curve concave to the left, having a radius of 581.64 feet (the radial line to said curve at the point of beginning bears North 50°42'35" East), a distance of 79.84 feet to a point; thence southeasterly on the arc of a curve concave to the right having a radius of 366.89 feet (the radial line to last mentioned curve at last mentioned point bears North 42°50'50" East), a distance of 84.33 feet to a point on said westerly right of way line of Central Pacific Railway Company; thence North 0°57'30" West, along said westerly right of way line, a distance of 5.83 feet to the point of beginning, containing 0.002 of an acre, more or less.

RECEIVED
1955
FOR FILING

FORM 230—50M—10-[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office

October 14, 1955

SUBJECT: Pux 129-South 6th Street
Overcrossing, Klamath Falls
Klamath County

To: Mr. R. H. Baldock ✓
Mr. W. C. Williams
Mr. G. S. Paxson
Mr. P. M. Stephenson (6)
Mr. H. G. Smith (3)
Mr. E. A. Collier (2)
Mr. Dean Swift (2)
Mr. H. B. Simpson

Gentlemen:

Herewith I hand you copy of Supplemental Order 34093, issued by the Public Utilities Commissioner under date of October 14, 1955, with reference to the South Sixth Street Overcrossing project in Klamath Falls.

This supplemental order merely authorizes Southern Pacific Company to operate its trains under impaired clearances during the construction of the project.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

NOTED
State Highway Engineer

JWD:RN
ENCL.

RECEIVED
OF
ENGINEER

Order #34093

BEFORE THE PUBLIC UTILITIES COMMISSIONER

OF OREGON

F-2477

RECEIVED
LEGAL DEPT.

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to cross over and across the tracks and right of way of Southern Pacific Company on a revised location of South Sixth Street in Klamath Falls by means of a highway overcrossing structure and for authority to remove the existing overcrossing structure on the present location of South Sixth Street in the City of Klamath Falls, all known as the SOUTH SIXTH STREET OVERCROSSING project located in the SW¼ of Section 33, Township 38 South, Range 9 East, W.M., in Klamath County, Oregon.

SUPPLEMENTAL ORDER

On October 4, 1955, Order #34051 was issued in the above entitled matter which granted the application of Oregon State Highway Commission for the construction of an overcrossing structure on a revised location of South Sixth Street in Klamath Falls, Oregon.

The order further provided authorization to impair standard clearances as established by P.U.C. Oregon Order No. 33700 by the installation of such falsework as may be necessary during the construction period. The order failed to grant permission to Southern Pacific Company to operate its trains during the period of temporary impairment. It is therefore

ORDERED that Southern Pacific Company is permitted to operate its trains during the period of temporary impairment made necessary by the construction of the South Sixth Street overcrossing in Klamath Falls, Oregon as authorized by Order #34051.

Made and entered this 14th day of October, 1955.

CHAS. H. HELTZEL

Public Utilities Commissioner

(OFFICIAL SEAL)

RECEIVED
OCT 12 1955
FOR FILING

U.S.-3(15)
4-15

Salem, Oregon
October 12, 1955

Mr. G. S. Paxson

Please prepare a letter for my signature today to the Honorable Paul Landry, Mayor of Klamath Falls, telling him when we will take bids on the 6th Street viaduct. He advises me that the Public Utilities Commissioner has rendered his decision and there is nothing there to hold us up.

R. H. Baldock

RHB:lg

11

RECEIVED
OCT 25 1955

FOR FILING

US-31/57
4515

October 11, 1955

Honorable Paul O. Landry, Mayor
City of Klamath Falls
Klamath Falls, Oregon

Dear Mr. Landry:

You have had some correspondence with Mr. Baldock concerning the landscaping of 4.4 acres of land at the South 6th Street Interchange, and in your letter of September 8 directed to him you state that the City Council had gone on record in favor of supplying water in connection with the maintenance of such a project if the State would do the development work.

Your letter was brought to the attention of the State Highway Commission at its meeting on September 22, at which time Mr. Baldock advised the Commission that it would cost about $40,000.00 to do what you asked, the work to consist of the planting of grass in the intersection island except around the slopes that are too steep to mow, and on those places ground cover shrubs would be planted, and it would also be necessary to install a sprinkling system in order to maintain a satisfactory appearance of the development. He recommended an increase of $40,000.00 in the project authorization for the interchange project to cover the cost of the improvement mentioned above. I am pleased to inform you that the Commission approved the recommendation.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm

RECEIVED
SEP 19 1955
FOR FILING

Maint
Traffic
Routing

K. Falls - Spec.

September 16, 1955

Oregon State Highway Commission

Gentlemen:

The construction of the South 6th Street grade separation in Klamath Falls includes an interchange involving median islands comprising an area of approximately 4.4 acres. They pose two problems, the appearance of state property in the center of a city, and the most economical means of maintaining their appearance in a satisfactory manner.

The best solution seems to be to plant grass in the intersection islands, excepting on those slopes too steep to mow where ground cover shrubs would be planted. It will also be necessary to install a sprinkler system to obtain and maintain a satisfactory appearance of the development. The cost of this work is estimated to be $40,000.

The planned improvement is consistent with past practices in urban developments, and in this instance Mr. Paul O. Landry, Mayor of Klamath Falls, has informed me that the City is willing to participate by supplying water for maintenance of the project.

Accordingly, I recommend you authorize a $40,000 increase in the project allotment to cover the cost of the roadside improvement work outlined above. This item will be on the agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. C. H. Maison
MHA:vl lg

CITY OF KLAMATH FALLS, OREGON

CITY HALL, KLAMATH FALLS, OREGON

September 8, 1955

PLEASE RETURN TO
W. C. WILLIAMS

NO [illegible]
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Replying to your letter of September 1, 1955, regarding the matter of the City furnishing the water for the development of the 4.4 acres in connection with the South 6th Street Overpass, kindly be advised that the Council went on record last night, as being willing to supply the water in connection with the maintainance of this project. We felt that your request was a fair one and of course, we want to go along with you.

As far as I can see at the present time, your entire project seems to be ready for the letting of this contract in November, as outlined in our conversation between you, the undersigned, and Mr. Paxton. Even though the hearing before the Public Utilities Commission has been postponed until September 13, 1955, I hope that the order will be issued early enough so that the viaduct can be advertised before that date. Now if there is anything further that we can do to cooperate with you in this connection, I hope that you will not hesitate to call on us.

With kindest personal regards and best wishes, we are

Yours very truly,

Paul O. Landry
PAUL O. LANDRY
MAYOR

REFERRED TO
Mr. Williams
By State Highway Eng.

Please advise Astrup

POL:fl

KLAMATH FALLS, OREGON

RECEIVED
SEP 2 - 1955
FOR FILING

September 1, 1955

Honorable Paul O. Landry
Mayor
Klamath Falls, Oregon

Dear Sir:

Our Landscape Engineer, Mr. Mark Astrup, discussed with you recently the State's plan for improving the appearance of the intersection to be built in conjunction with the construction of the new Sixth Street Overpass. He informs me that he broached the subject of the City cooperating by furnishing water without cost to the State for State maintenance of the development. I would like to make his request official.

Briefly, we are planning to improve all islands in the intersection by the addition of topsoil and planting them to either grass or ground-cover shrubs. To maintain the development in a manner that would be acceptable to both the City and the Highway Department, it is mandatory that an irrigation system be installed. The latter is particularly costly, though necessary.

In view of the investment being made by the State in the overcrossing development and its primary importance to the City of Klamath Falls, participation by the City through furnishing water for the roadside development is solicited. The area to be improved totals approximately 4.4 acres. We estimate that it would require a minimum of three inches of water per week for the summer watering period to maintain the grass and shrubs in a presentable condition. This is computed to be approximately 208,500 cubic feet of water per month.

I trust that the above request will receive favorable action by your Council, that the City will sign an agreement to furnish the water, and that notification thereof be received in time to present the roadside improvement project to the Highway Commission for their approval at the September 22-23 meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. Mark Astrup

MHA:vl lg

M E M O R A N D U M — August 30, 1955

PRELIMINARY ESTIMATES ----- 6th St. Overcrossing, Klamath Falls

East Approach:

Area - 36,400 sq. ft. (0.8 acre)			
Sprinkler system @ $.10 sq. ft.		$3,640.00	
1056 shrubs @ $5.00		5,280.00	
*Topsoil, placing 1350 c. y. @ $1.00 —	$1,350.00		$ 8,920.00

West Approach:

Area - 170,460 sq. ft. (4 acres)			
* lawn, 3.6 acres (157,860 sq. ft.) @ $1,500/acre		5,400.00	
Sprinkler system @ $.10 sq. ft.		17,050.00	
504 shrubs @ $5.00		2,520.00	
*Topsoil, placing 6313 c. y. @ $1.00 —	$6,350.00		$24,970.00
	$7,700.00	33,890.00	

* Contemplates placing only; stockpiling at excavation price but neither item included in estimated cost to Mayor Landry.

NOTE: A private corporation supplies water to the city of Klamath Falls. The exact rates are not known. According to information obtained from the Salem Water Department, their rate is $13.65 for the first 75,000 gallons of water. Using this figure and the Salem rate of 5¢ per hundred cubic feet on large quantities, and using the estimated consumption given in the letter to Mayor Landry, the cost to the city would be approximately $113.00 per month. for 5 to 6 Months

Inasmuch as the Salem and Klamath Falls water rates are comparable, it is believed this figure is reasonably accurate.

RECEIVED
OCT 10 1955
FOR FILING
FORM E30—50M—10-54—79488

[illegible]
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
October 7, 1955

SUBJECT: Pux 129-South 6th Street Overcrossing, Klamath Falls
Klamath County

To:
Mr. R. H. Baldock ✓
Mr. W. C. Williams
Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. H. G. Smith (3)
Mr. E. A. Collier (2)
Mr. Dean Swift (2)
Mr. H. B. Simpson

Herewith I hand you copy of Order No. 34051, issued by the Public Utilities Commissioner, under date of October 4, 1955, authorizing the construction of a new structure over the tracks and right of way of Southern Pacific Company and removal of the existing structure on South 6th Street in Klamath Falls.

The order grants the relief prayed for in the petition, except that the question of allocation of costs covering the removal of the existing structure is not definitely set out in accordance with the allegations of the petition, but is left to such terms as "may be mutually agreed upon by Southern Pacific Company and Oregon State Highway Commission". However, I think it is clearly understood that the State and Railroad shall each bear 50% of the removal costs and shall each be entitled to 50% of the salvage so that no difficulty in this regard appears likely to arise.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RM
ENCL.

Order #34051

BEFORE THE PUBLIC UTILITIES COMMISSIONER
OF OREGON

F-2477

In the Matter of the Application of the State)
of Oregon, by and through its State Highway)
Commission, for authority to cross over and)
across the tracks and right of way of Southern)
Pacific Company on a revised location of South)
Sixth Street in Klamath Falls by means of a)
highway overcrossing structure and for authority) ORDER
to remove the existing overcrossing structure)
on the present location of South Sixth Street)
in the City of Klamath Falls, all known as the)
SOUTH SIXTH STREET OVERCROSSING project located)
in the SW¼ of Section 33, Township 38 South,)
Range 9 East, W.M., in Klamath County, Oregon.)

The above entitled matter was duly heard on Friday, September 30, 1955, at 9:45 A.M., in the City Hall, Klamath Falls, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner.

The following appearances are of record herein:

J. W. DeSouza, Assistant Counsel, Salem, Oregon
Representing Oregon State Highway Commission;

R. B. Maxwell, Attorney, Klamath Falls, Oregon
Representing Southern Pacific Company;

Henry E. Perkins, City Attorney, Klamath Falls, Oregon
Representing City of Klamath Falls, Oregon.

On July 12, 1926, P.S.C. Oregon Order No. 1387 authorized the construction of an overcrossing of the tracks and right of way of Central Pacific Railway Company, now Southern Pacific Company, on South Sixth Street in Klamath Falls, Oregon. The overcrossing was duly constructed and is now being used by the public. By virtue of the increased traffic on the Klamath Falls-Lakeview Highway, of which Sixth Street is a part, the present structure is no longer adequate.

On August 5, 1955, the State of Oregon, by and through its State Highway Commission, hereinafter referred to as Applicant, filed application for authority to construct a structure of modern design to replace the existing overcrossing structure thus providing improved facilities for present travel.

The City of Klamath Falls in its answer approves the application.

Southern Pacific Company entered no formal protest, and will not oppose the issuance of an order as prayed for.

Evidence was adduced on behalf of parties as set forth above, the hearing was completed, and the matter submitted for determination. Based upon said evidence and record, it is found that:

The proposed structure will be of concrete and steel construction, 836 feet 2½ inches in length, and will provide two divided traffic lanes, each 27 feet in width, and two walkways five feet in width. The centerline of the proposed structure will cross the 15 tracks at an angle of approximately 66 degrees.

The roadway approaching the proposed overcrossing structure is on an ascending grade of 4.25% from the northwest and on an ascending grade of 4.25% from the southeast which grades will be connected by a vertical curve 600 feet in length.

The average annual daily volume of traffic will be 13,300 vehicles per day, and it is anticipated that annual increases will occur. An average of 34 train movements per day will be conducted over the tracks beneath the proposed structure in addition to numerous yard switching movements.

Applicant proposes to finance the construction of said project from state and federal funds without participation therein from funds of railroad company, and will reimburse railroad company for any expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of General Administrative Memorandum No. 299, issued by the Public Roads Administration and amendments thereof and supplements thereto.

Applicant will maintain the structure upon completion and railroad company will continue to maintain its tracks and facilities beneath the structure.

Upon opening of new overcrossing structure to traffic, the existing structure will be closed to vehicular movements.

From the foregoing, it is concluded that the construction of an overcrossing structure necessary to relieve the traffic condition at this location is in keeping with the modern highway construction program, has the approval of the Southern Pacific Company and the City of Klamath Falls, is in the public interest, and the application therefor should be granted; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to cross over and across the tracks and right of way of Southern Pacific Company on a revised location of South Sixth Street in Klamath Falls by means of a highway overcrossing structure and for authority to remove the existing overcrossing structure on the present location of South Sixth Street in the City of Klamath Falls, all known as the South Sixth Street Overcrossing project located in the Southwest Quarter of Section 33, Township 38 South, Range 9 East, Willamette Meridian, in Klamath County, Oregon, is granted; and it is further

ORDERED that the crossing be constructed in a good and workmanlike manner in accordance with modern engineering practices and in conformity as to location and design with plans and profiles submitted with the application and by this reference made a part hereof; and it is further

ORDERED that all costs incidental to the construction of the project be borne by Oregon State Highway Commission including reimbursment to railroad company for such costs as are made necessary by the construction of the project, such as revision of existing communication systems, removal and reconstruction of right of way fences, the furnishing of watchman, flagman, and engineering services as may be necessary and required to safeguard railroad operations during the construction period, the furnishing and installation of materials necessary for any temporary or permanent spur tracks, etc., which are reimbursable under and not prohibited by the terms of General Administrative Memorandum No. 299, issued by the Public Roads Administration and amendments thereof and supplements thereto; and it is further

ORDERED that upon completion of the structure and its opening to public use, the approaches to the existing structure be barricaded in such manner as to prevent its further use by the public, and such disposition shall be made of the structure as may be mutually agreed upon by Southern Pacific Company and Oregon State Highway Commission; and it is further

ORDERED that upon completion, the proposed structure together with its highway facilities shall be maintained by Oregon State Highway Commission, and the tracks and railroad facilities beneath the structure shall be maintained by Southern Pacific Company; and it is further

ORDERED that any temporary impairments to the standard horizontal and vertical clearances as set forth in P.U.C. Oregon Order No. 33700 which may be necessarily created by the erection of forms or falsework are herein authorized providing a minimum horizontal clearance of 7 feet 6 inches from centerline of track and a minimum vertical clearance of 21 feet above top of rail is maintained during the construction period; and it is further

ORDERED that the designation CF-429.1-A presently assigned to the crossing be continued and maintained as a means of identification of the new overcrossing in the Commissioner's Catalog of Railroad Crossings in the State of Oregon.

Made and entered this 4th day of October, 1955.

CHAS. H. HELTZEL

Public Utilities Commissioner

(OFFICIAL SEAL)

RECEIVED
OCT 5 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem Office
October 3, 1955

SUBJECT: Pux 129-South 6th Street Crossing
S.P. Co.
Klamath Falls

NOTED
W. C. WILLIAMS

To: MEMORANDUM TO FILE

Hearing on this matter was held before C. E. Jaqua, sitting as Examiner for the Public Utilities Commissioner, in the City Hall, Klamath Falls, Oregon, at 9:45 o'clock a.m., on Friday, September 30, 1955.

Southern Pacific Company was represented by R. B. Maxwell, Attorney, Klamath Falls, Oregon.

The City of Klamath Falls was represented by Henry Perkins, City Attorney, 731 Main Street, Klamath Falls, Oregon.

The Highway Commission was represented by the writer.

Before presenting evidence, the petition was amended as follows:

> In line 12 of the Title the words and figures "the NW¼ of" were stricken.
>
> In line 1 of Paragraph III the figures "1936" were stricken, and the figures "1926" inserted in lieu thereof.
>
> In line 1 of Paragraph VIII the words and figures "the NW¼ of" were stricken.

In my opening statement, I briefly outlined what is proposed to be done in accordance with the petition.

Mr. Maxwell stated that he was under instructions from Southern Pacific Company to make no objection to the project as proposed by the Highway Commission.

Mr. Henry Perkins stated that the City was entirely in accord with the construction of the project as proposed in the petition. Mayor Paul O. Landry was present at the hearing although he did not participate.

Mr. P. M. Stephenson, Bridge Engineer, was placed on the stand for the Highway Commission and was the only witness in the proceedings.

He explained in detail the type and design of the structure and the plans for construction of the project. He stated that it was desired to receive bids for the structure during the coming winter, either in November or December, if authorization is given.

It is anticipated that an order will be issued authorizing the construction in the reasonably near future.

J. W. DeSOUZA
Assistant Counsel

JWD:RH
cc: Mr. R. H. Baldock
Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. Dean Swift
Mr. C. W. Enfield

RECEIVED
OCT 4 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 4 1955
FOR FILING

U.S.-21(5)
4615

October 3, 1955

Mr. Max Wauchope
News Editor
Herald and News
Klamath Falls, Oregon

Dear Sir:

This is in reply to your letter of September 20, concerning an artist's sketch of the proposed viaduct over the Southern Pacific Company's tracks on South Sixth Street in Klamath Falls. I have had a sketch made rather hurriedly and am enclosing a print with this letter.

The plans for the project are complete, and, if we can get the necessary agreements with the railroad company executed in time, the project will be advertised for the November meeting of the State Highway Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. G. S. Paxson

GSP:gm 1g

HERALD AND NEWS
KLAMATH FALLS, OREGON

20 September, 1955

R. H. Baldock
Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

This newspaper is interested in publishing an artist's conception of the proposed new viaduct ov r the Southern Pacific tracks on South Sixth Street, Klamath Falls.

The local engineer's office informs us that it has no such sketch, so we are asking if you have one we could use in the near future. We would be glad to returnit if you wish.

We would also be interested in any other information your office would be willing to release about this project, which is of great interest to residents of this city. We understand that bids are to be let on November 2 of this year, and would particularly like to be corrected if this is not the case.

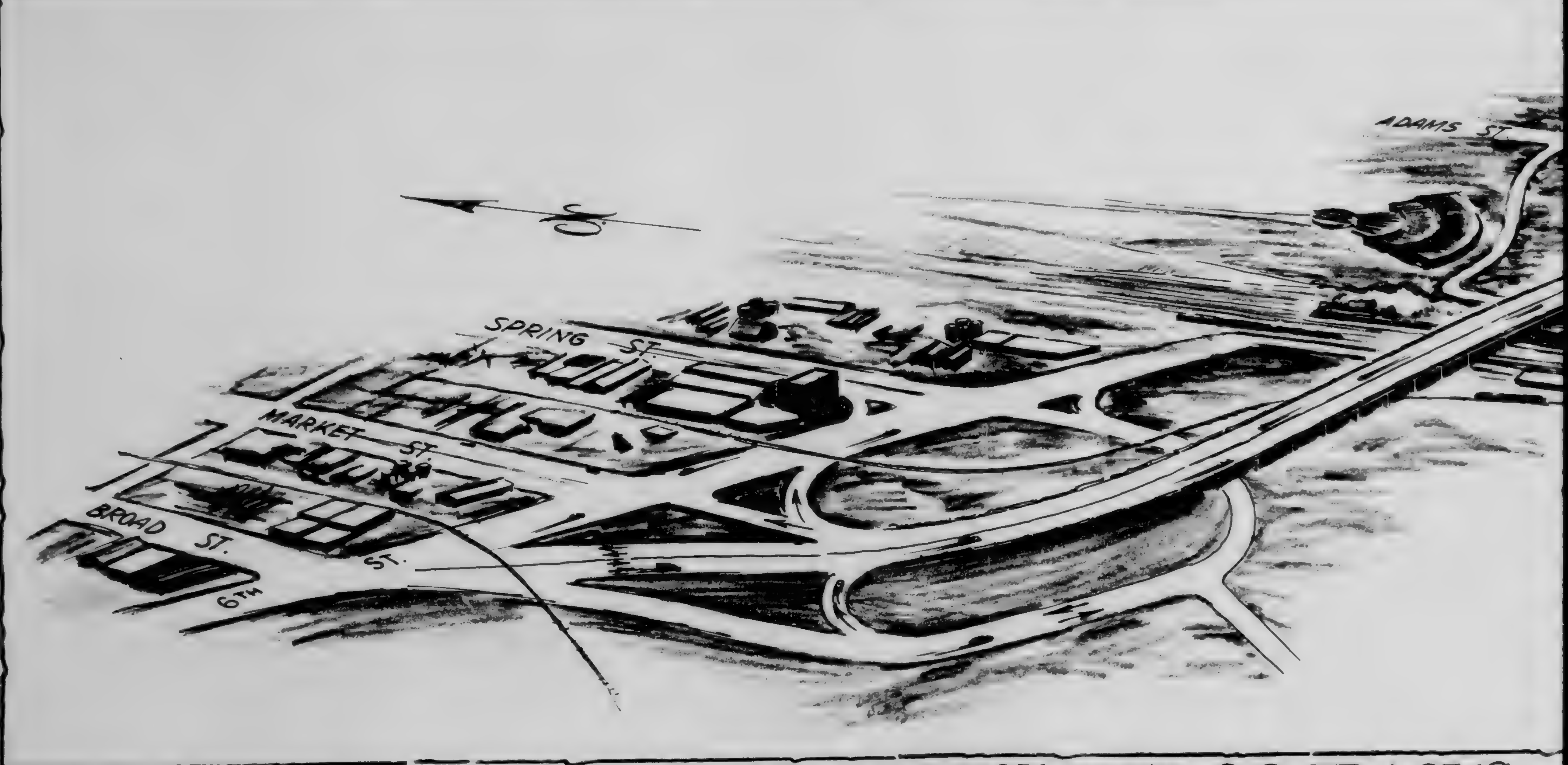
Sincerely

Richard W Hubbell
for Max Wauchope
News Editor

Williams
Please prepare answer. Can you have Simpson draw something?

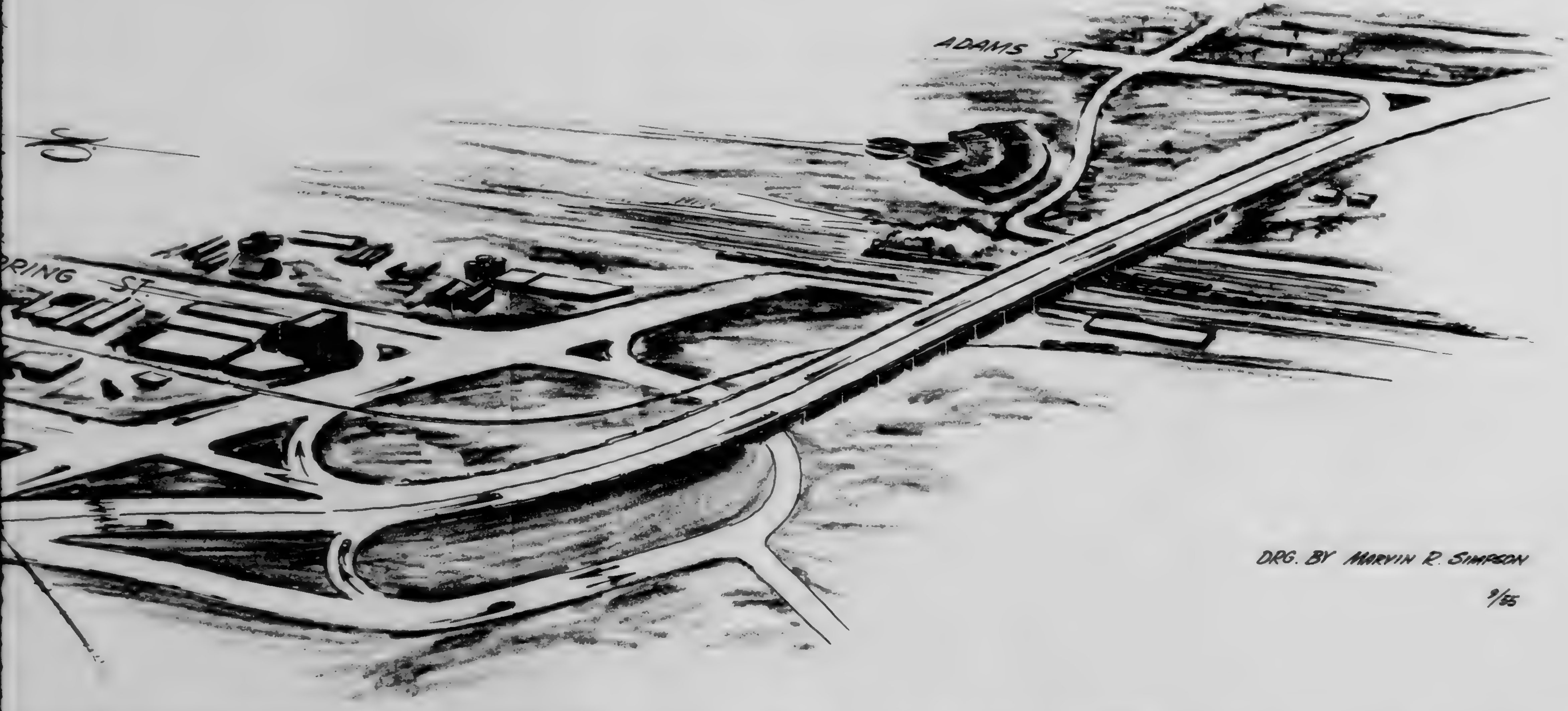
RECEIVED
SEP 21 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON


SPRING ST.
MARKET ST.
BROAD ST.
6TH ST.
ADAMS ST.

PROPOSED PROJECT—
KLAMATH FALLS, OREGON

SOUTH 6TH ST. VIADUCT OVER S.P. TRACKS


ADAMS ST.
RING ST.

DRG. BY MARVIN R. SIMPSON
9/35

OUTH 6TH ST. VIADUCT OVER S.P. TRACKS

OREGON STATE HIGHWAY COMMISSION
R.H. BALDOCK – HIGHWAY ENGINEER

file

RECEIVED
SEP 7 1955
FOR FILING

US-31
4615

[illegible]

Salem, Oregon
September 6, 1955

5962
5969

Mr. John W. Cattrall
City & County Relations Dept.
Office

MISC. CONTRACTS and
AGREEMENTS No. 1602

Dear Mr. Cattrall:

Attached is a conformed copy of an agreement with the City of Klamath Falls covering the proposed one-way couplet and traffic installations on the Klamath Falls-Lakeview Highway (Sixth Street) in the City of Klamath Falls.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Klamath Falls, Oregon.

Very truly yours

Assistant Secretary

rn
Attach: 1

RECEIVED
SEP 6 - 1955
FOR FILING

September 6, 1955

Mr. Frank A. Blackmer, City Recorder
City Hall
Klamath Falls, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Klamath Falls covering the proposed one-way couplet and traffic installations on the Klamath Falls-Lakeview Highway (Sixth Street) in the City of Klamath Falls.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

rn
Enc.

FORM 530—50M—10-54—70488

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 24, 1955

SUBJECT: Assignment No. 5969

To: W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of an agreement covering the proposed one-way couplet and traffic installations on the Klamath Falls-Lakeview Highway (Sixth Street) in the City of Klamath Falls. Two copies of the agreement have been executed by the City and now are ready for presentation to the Highway Commission.

This completes Assignment No. 5969.

John W. Cattrall
Engineer, County and City Relations

By John D. Graham
John D. Graham
Office Engineer

Att.

Sept 23, 1954 - this agreement eliminates one signal & reduces the cost as noted above.
W H Glaisyer

RECEIVED
AUG 24 1955
OFFICE OF
STATE HIGHWAY ENGINEER

ASSIGNMENT

Date: July 27, 1955 No. 5969 By WCW

Description: Letter of July 26 by Mr. Crandall, letter of July 20 by Mr. Rohde, ten copies of superseding agreement with the City of Klamath Falls re one-way couplet and signal installations.

Acknowledged by____ Referred to Cattrall

__ Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

Remarks: For City execution.

PLEASE RETURN TO
W. C. WILLIAMS

Executed 8-25-55 Report Received__________

IGHWAY DEPARTMENT
ENT CORRESPONDENCE

, Oregon
26, 1955

BJECT: State Highway Commission-City of Klamath Falls Agreement Sixth & Seventh Streets Miscellaneous contract and agreement No. 1602. Assignment No. WCW 5962

W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS

n agreement covering the institution
ignal installations in the City of
ave been checked and found to be
. Cattrall for submission to the City.

F.B. Crandall
F.B. Crandall
Traffic Engineer

VJ:imf
encls.

RECEIVED
JUL 27 1955
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
JUL 27 1955
OFFICE OF
STATE HIGHWAY ENGINEER

ASSIGNMENT

Date: July 27, 1955 No. 5969 By WCW

Description: Letter of July 26 by Mr. Crandall, letter of July 20 by Mr. Rohde, ten copies of superseding agreement with the City of Klamath Falls re one-way couplet and signal installations.

Acknowledged by____ Referred to Cattrall

__ Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

Remarks: For City execution.

PLEASE RETURN TO
W. C. WILLIAMS

Executed 8-25-55 Report Received__________

IGHWAY DEPARTMENT
ENT CORRESPONDENCE

, Oregon
26, 1955

UBJECT: State Highway Commission-City of Klamath Falls Agreement Sixth & Seventh Streets Miscellaneous contract and agreement No. 1602. Assignment No. WCW 5962

W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS

n agreement covering the institution
ignal installations in the City of
ave been checked and found to be
. Cattrall for submission to the City.

F.B. Crandall
F.B. Crandall
Traffic Engineer

VJ:imf
encls.

RECEIVED
JUL 27 1955
ENGINEER
CO[illegible] & CITY RELATIONS

RECEIVED
JUL 27 1955
OFFICE OF
STATE HIGHWAY ENGINEER

/

FORM E30—80M—10-54—79485

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 26, 1955

SUBJECT: State Highway Commission-City of Klamath Falls Agreement
Sixth & Seventh Streets
Miscellaneous contract and agreement No. 1602.
Assignment No. WCW 5962

To: Mr. W.C. Williams
Deputy State Highway Engineer
Office

W. C. WILLIAMS

L

PLEASE RETURN TO
W. C. WILLIAMS

There are attached ten copies of an agreement covering the institution of a one-way couplet and certain signal installations in the City of Klamath Falls. These agreements have been checked and found to be correct. They may be handed to Mr. Cattrall for submission to the City.

F.B. Crandall
F.B. Crandall
Traffic Engineer

VJ:imf
encls.

RECEIVED
JUL 27 1955
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
JUL 27 1955
OFFICE OF
STATE HIGHWAY ENGINEER

Salem, Oregon
July 26, 1955

State Highway Commission-City
of Klamath Falls Agreement
Sixth & Seventh Streets
Miscellaneous contract and
agreement No. 1602.
Assignment No. WCW 5962

Mr. W.C. Williams
Deputy State Highway Engineer
Office

There are attached ten copies of an agreement covering the institution of a one-way couplet and certain signal installations in the City of Klamath Falls. These agreements have been checked and found to be correct. They may be handed to Mr. Cattrall for submission to the City.

F.B. Crandall
F.B. Crandall
Traffic Engineer

VJ:imf
encls.

ASSIGNMENT

Date: July 22, 1955 No. 59[illegible] By WCW

Description: Letter dated July 20 and ten copies of agreement with City of Klamath Falls covering institution of a one-way couplet and certain signal installations.

Acknowledged by____ Referred to CRANDALL ✓

- __ Investigate and report with recommendation
- __ Such action as necessary and report
- __ Comment or recommendation
- __ Return with rough draft of reply
- __ Prepare reply for signature of Mr.________
- __ Contact correspondent and report

Remarks: Please check.

PLEASE RETURN TO
W. C. WILLIAMS

Executed 7 [illegible] Report Received__________

ıIGHWAY DEPARTMENT
ENT CORRESPONDENCE

em, Oregon
r 20, 1955

UBJECT: State Highway Commission-
City of Klamath Falls Agreement
Sixth & Seventh Streets
Miscellaneous contract and
agreement #1602.

copies of a superseding agree-
ering institution of a one-way
the Klamath Falls-Lakeview
signal installations thereon.
bject was executed with Klamath
however, at the direction of Mr.
neer, the agreement has been

NOTED
W. C. WILLIAMS

The exhibits for this agreement have not been prepared but will be attached by the Traffic Department when they are completed. Please have a copy of the exhibit sent to the Legal Department to be attached to the file copy when the exhibit is completed.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By G E Rohde
G. E. ROHDE
Assistant Attorney

PLEASE RETURN TO
W. C. WILLIAMS

GER:br
Encls. (10)

RECEIVED
JUL 22 1955
TRAFFIC ENGINEER

RECEIVED
JUL 22 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-90 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1955

SUBJECT: State Highway Commission-
City of Klamath Falls Agreement
Sixth & Seventh Streets
Miscellaneous contract and
agreement #1602.

To: Mr. W. C. Williams
Deputy Highway Engineer
Office

L

Dear Mr. Williams:

I send you herewith ten copies of a superseding agreement with Klamath Falls, covering institution of a one-way couplet to carry traffic on the Klamath Falls-Lakeview Highway No. 20, and certain signal installations thereon. A prior agreement on this subject was executed with Klamath Falls on September 23, 1954, however, at the direction of Mr. F. B. Crandall, Traffic Engineer, the agreement has been changed.

NOTED
W. C. WILLIAMS

The exhibits for this agreement have not been prepared but will be attached by the Traffic Department when they are completed. Please have a copy of the exhibit sent to the Legal Department to be attached to the file copy when the exhibit is completed.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By GE Rohde
G. E. ROHDE
Assistant Attorney

PLEASE RETURN TO
W. C. WILLIAMS

GER:br
Encls. (10)

RECEIVED
JUL 22 1955
TRAFFIC ENGINEER

RECEIVED
JUL 22 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 6 - 1955
FOR FILING
65-31(8)
4615

CITY OF KLAMATH FALLS, OREGON
CITY HALL, KLAMATH FALLS, OREGON

August 29, 1955

REFERRED TO
Paxson
By State Highway Engineer
Please note and file

Mr. R. H. Baldock, Engineer
Oregon State Highway Department
State of Oregon
Salem, Oregon

Dear Mr. Baldock,

Please accept our appreciation for calling our attention to the fact that an answer was required in connection with the hearing to be held regarding the proposed crossing at South Sixth Street. We read the first paragraph in which it was required to file a notice if we had any objections to any part of it, and over looked the fact that a reply was required. Under the circumstances, I do not believe that our action has caused any delay, but we are notifying the Commission this morning in accordance with a copy of a letter enclosed herewith. In addition to this, we have served our notice this morning over long distance telephone.

Yours very truly,

Paul O. Landry

PAUL O. LANDRY
MAYOR

POL:fl
Encl-1

KLAMATH FALLS, OREGON

RECEIVED
AUG 30 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

August 29, 1955

COPY

Hon. Chas. H. Heltzel, Commissioner
Public Utilities Commission
State of Oregon
Salem, Oregon

Re: Application for proposed overcrossing
and removal of existing overcrossing
at South Sixth Street in Klamath Falls,
Klamath County, Oregon - F-2477, -PUX 129.

Dear Sir:

Kindly be advised that the City of Klamath Falls, through its Council and Attorney, has reviewed the notice of the above captioned hearing, and finds nothing whatsoever objectionable to the City of Klamath Falls. On the contrary, we urge that this hearing be held as soon as possible and the matter be determined so that the Highway Department may advertise for bids and construct this much needed overpass.

Approximately 70% of the traffic into the City of Klamath Falls comes from the south and east, and most of it uses this overcrossing, and the present two-lane overcrossing is inadequate and unsafe during the frosty winter season.

Yours very truly,

PAUL O. LANDRY
MAYOR

POL:fl
cc: R. H. Baldock

RECEIVED
AUG 2 1955
FOR FILING

[illegible]

[illegible]

File

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	XX

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon August 26, 1955

Paul O. Landry
Mayor
Klamath Falls, Oregon

Office of Public Utilities Commissioner advises that City of Klamath Falls has not submitted answer on application of State Highway Department to build new railroad overpass on South Sixth Street. Southern Pacific Company has asked for fifteen day extension in completing its answer but probably will have it in shortly after first of month. Answer by Klamath Falls should be sent in immediately. We must hold hearing before we can advertise project.

R. H. Baldock

RECEIVED
SEP 6 - 1955
FOR FILING

US-31(5)

FORM E-129 90M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

August 26, 1955

Mr. Frank C. McColloch
800 Pacific Building
Portland 4, Oregon

Pux 129 - South Sixth Street Overcrossing
in Klamath Falls

Dear Mr. McColloch:

Receipt is acknowledged of your letter of the 25th, transmitting copy of letter to the Public Utilities Commissioner, in which you request an extension of time to September 13, 1955 in which to answer the petition of the Highway Commission, relative to the South Sixth Street Overcrossing in Klamath Falls, PUC Docket F-2477.

Your difficulties in filing an answer are understood, and this is to advise that the Highway Commission interposes no objection to the extension in time. It is hoped, however, that your answer can be filed with as little delay as possible and that you will be willing to waive statutory notice of hearing if the Public Utilities Commissioner finds it possible to set the matter for prompt hearing after the filing of your answer.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:HM
cc: Mr. David Don
Mr. R. H. Baldock
Mr. G. S. Paxson ✓
Mr. P. M. Stephenson
Mr. C. W. Enfield

RECEIVED
AUG 26 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

RECEIVED
AUG 18 1955
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

IN REPLY PLEASE REFER TO

August 15, 1955

Mr. Paul O. Landry, Mayor
City of Klamath Falls
Klamath Falls, Oregon

NOTED

COPY

Dear Mayor Landry:

I wish to acknowledge and thank you for your letter of August 13, 1955 advising that plans of the State Highway Commission for the proposed construction of the South Sixth Street Overpass Project is entirely satisfactory to the City of Klamath Falls.

The information will be conveyed to the members of the State Highway Commission and to the State Highway Engineer.

Sincerely yours,

H B Glaisyer

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners
R. H. Baldock

RECEIVED
AUG 18 1955
OFFICE OF
STATE HIGHWAY ENGINEER

CITY OF KLAMATH FALLS OREGON

CITY HALL, KLAMATH FALLS, OREGON

August 13, 1955

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Dear Sir:

Replying to your letter of August 5, 1955, kindly be advised that the information contained in that letter is entirely satisfactory to the City of Klamath Falls, and we will be glad to cooperate with you in any way that is possible and necessary in connection with the South Sixth Street Overpass Project. As you well know, we are most anxious to have this matter completed and will do anything that we can to expedite it.

With kindest personal regards and best wishes, we are

Yours very truly,

Paul O. Landry

PAUL O. LANDRY
MAYOR

POL:fl

RECEIVED
AUG 15 1955
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
SEP 6 - 1955
FOR FILING

[illegible] 31 (5)
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
August 15, 1955

SUBJECT: PUX 129-South 6th Street
Overcrossing-Klamath Falls
Southern Pacific Company
Agreement with Klamath Falls
re One-way couplet on Sixth,
Seventh and Commercial
Streets, Misc. C. & G. 1602

To:
Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

Dear Mr. Williams:

On August 12, 1955, I sent you a letter regarding modification of agreement with the city on the South Sixth Street project in Klamath Falls.

Since that time it has occurred to me that in connection with the revision of the structure there may be some changes in the signalization and one way street plan. I have no doubt that this will occur to you and I only mention the matter because the idea occurred to me.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

NOTED
H. B. GLAISYER

JWD:RN
cc: Mr. H. B. Glaisyer ✓
Mr. C. W. Enfield

Query
watch for agreement
[illegible] on meeting 8-11

RECEIVED
AUG 17 1955
FOR FILING

FORM E-30 25M 9-51 52318

11 - 21(5)

11 5

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
August 12, 1955

SUBJECT: PUX 129 - South 6th Street
Overcrossing - Klamath Falls
Southern Pacific Company
Agreement with Klamath Falls
re One-way couplet on Sixth,
Seventh and Commercial
Streets, Misc. C. & G. 1602

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Dear Mr. Williams:

Reference is made to the agreement made with the city of Klamath Falls, under date of September 23, 1954, regarding the South Sixth Street couplet and improvement in the city.

The agreement makes reference to the construction of a new overcrossing over the tracks of Southern Pacific Company, and, paragraph 6 and the map attached to the agreement contemplated the construction of a new structure carrying south bound traffic, with the present overcrossing structure being retained for north bound traffic.

Plans for the project now involve the construction of a single four lane overcrossing structure carrying traffic in both directions and the removal of the existing structure.

Mr. Enfield is of the opinion that the agreement of September 23, 1954 should be modified so as to cover the true conditions and this is to suggest to you that he be furnished with all the pertinent information required for the preparation of a modification agreement.

Very truly yours,

J.W. DeSouza
J. W. DeSOUZA
Assistant Counsel

8/16/55
A new agreement
was sent to K.F. by Cottrell
about Aug 1 which clears up the
project description.
HBG

JWD:RN
cc: Mr. H. B. Glaisyer
Mr. C. W. Enfield

NOTED
C. C. PAXSON

RECEIVED
AUG 16 1955
FOR FILING

[illegible]
[illegible]
[illegible]
[illegible]

August 11, 1955

R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. G. S. Paxson
Asst. State Highway Engineer

Dear Sir:

Replying to your letter of August 9th, kindly be advised that the information contained therein is entirely satisfactory to the City of Klamath Falls. We had read the petition before the Highway Commission and have accepted notice accordingly.

Yours very truly,

PAUL O. LANDRY
MAYOR

POL:fl

NOTED
G. S. PAXSON

RECEIVED
AUG 10 1955
FOR FILING

1 - 31 (5)
11415

August 9, 1955

Mr. Paul Landry, Mayor
City of Klamath Falls
City Hall
Klamath Falls, Oregon

Dear Mr. Landry:

In designing the new South Sixth Street overcrossing we are planning to put in a complete lighting system. The State will bear all the costs of the installation but are requesting that the City take over the operation and maintenance as a part of its street lighting in the same way as is now done on the existing South Sixth Street viaduct.

Normally, the State does not install lighting systems on structures within cities, but, in view of the fact that there is a lighting system on the structure which is being replaced, the lighting is being included in the project.

In our application to the Public Utilities Commissioner for an order on this project, we have set up as one of the things to be done by the City the operation and maintenance of the lighting system.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. P. M. Stephenson

NOTED
G. S. PAXSON

FORM E-128 90M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

August 5, 1955

Public Utilities Commissioner
200 Public Service Building
Salem, Oregon

Attention: Mr. David Don

PUX 129 - South Sixth Street, Klamath Falls
Southern Pacific Company
Klamath County

Dear Sir:

Herewith I hand you original and three copies of application of the State of Oregon, by and through its State Highway Commission, for authority to construct an overcrossing structure on a revised location of South Sixth Street in the City of Klamath Falls, Klamath County, Oregon, and to remove the existing structure.

Two of the additional copies are for service upon Southern Pacific Company and one of the copies is for service upon the City of Klamath Falls.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

NOTED
G. S. PAXSON

JWD:RN
ENCL.
cc: Mr. G. S. Paxson ✓
Mr. P. M. Stephenson
Mr. Dean Swift
Mr. C. W. Enfield

RECEIVED
[illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

P. 127

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to cross over and across the tracks and right of way of Southern Pacific Company on a revised location of South Sixth Street in Klamath Falls by means of a highway overcrossing structure and for authority to remove the existing overcrossing structure on the present location of South Sixth Street in the City of Klamath Falls, all known as the SOUTH SIXTH STREET OVERCROSSING project located in the NW¼ of the SW¼ of Section 33, Township 38 South, Range 9 East, W.M., in Klamath County, Oregon.	PETITION No. ______

The petitioner herein respectfully represents:

I

That the name and address of your petitioner are State of Oregon, by and through its State Highway Commission, State Highway Building, Salem, Oregon.

II

That this petition is made under the authority of ORS, Title 31.

III

That heretofore on July 14, 1930 the Public Service Commission issued Order No. 1377, Docket P-1331, authorizing the construction of the existing overcrossing structure on the existing location of South Sixth Street, which overcrossing structure was duly constructed and thereafter continuously has been, and now is, used by public traffic. That by reason of the great increase in population and public travel in the City of Klamath Falls metropolitan area, and, by reason of general increases in population and public travel, the existing overcrossing structure now is inadequate to serve the present and anticipated future traffic needs and it is proposed to construct a new structure providing four traffic lanes on a revised location of South Sixth Street, as shown by Drawings 3049-A, 3049-B, and 3049-C, attached hereto and by this reference made a part hereof, and to remove the existing overcrossing structure and to close and barricade to travel that portion of the present location of South Sixth Street located between the east line of Block 19, Second Railroad Addition to Klamath Falls, extended southerly, and the connection with the revised location of South Sixth Street.

IV

That it is estimated that the average daily volume of vehicular traffic on the proposed overcrossing structure will be 13,300 vehicles per day, based upon 1954 traffic counts, with anticipated average annual increases, and that the average daily train movements on the tracks of railroads at the proposed point of crossing will be approximately 34 train movements per day, in addition to approximately 30 switching movements.

V

That the grade approaching the proposed overcrossing structure is an ascending grade of 4.25% from the northwest and that the grade approaching the proposed overcrossing structure from the southeast is an ascending grade of 4.25%, which grades are connected by a vertical curve 600 feet in length.

VI

That the petitioner proposes that the construction and maintenance of the said overcrossing structure, with its approaches, and the removal of the existing overcrossing structure and the costs thereof be borne as follows:

THINGS TO BE DONE BY STATE:

(a) Except as hereinafter stated under Things to be Done by Railroad Company and Things to be Done by City, prepare plans and specifications and award a contract or contracts for the construction of the proposed overcrossing structure, with its approaches and lighting system, and the removal of the existing overcrossing structure, including the salvaging of salvable materials contained therein, and, further, including the grading necessary for permanent or temporary relocations of railroad spur tracks, and supervise the work to be done.

(b) Finance the construction of said project without participation therein from funds of railroad companies, except the cost of the removal of the existing overcrossing structure and the salvaging and disposition of materials therein, from State and Federal funds, including reimbursement to Railroad Company for the necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of General Administrative Memorandum No. 299, issued by the Public Roads Administration and amendments thereof and supplements thereto.

(c) Maintain the said overcrossing structure with its approaches and appurtenances after completion of the project, except as to maintenance of the structure lighting system as hereinafter set out under Things to be Done by the City of Klamath Falls.

THINGS TO BE DONE BY RAILROAD COMPANIES:

(a) Make such revisions in existing communication systems as may be required to safeguard them during the construction of the project and reinstall the same in permanent locations, after the completion of the project.

(b) Furnish such watchmen, flagmen and engineering service as may be necessary and required to safeguard railroad operations during the construction of the proposed structure and the removal of the existing structure.

(c) Move and thereafter reinstall such right of way fences, if any there be, as must necessarily be moved for the proposed project.

(d) Cooperate with State in the re-routing of rail movements and the temporary closing of existing tracks to the fullest extent consistent with necessary train movements.

(e) Furnish and install ties, rails, and other fittings necessary for any temporary or permanent spur tracks and give State credit for all salvaged items.

(f) Reimburse State to the extent of 50% of the cost of the removal of the existing overcrossing structure and approaches, less 50% of the value of the items salvaged from the structure.

(f) Maintain its railroad tracks with their appurtenances and facilities after completion of the project, the same as heretofore.

THINGS TO BE DONE BY CITY OF KLAMATH FALLS:

(a) Without cost to State, relocate and reconstruct or cause to be relocated or reconstructed all water, sewer, gas, electric, telephone, telegraph, and all other utilities, conduits, lines, poles, mains, pipes, and facilities of every kind and nature which must be relocated or reconstructed because of the project proposed in this petition, except facilities on lands acquired by State.

(b) Cooperate with State, in closing to travel that portion of the present location of South Sixth Street located between the east line of Block 19, Second Railroad Addition to Klamath Falls, extended southerly, and the connection with the revised location of South Sixth Street.

(c) Maintain the lighting system for the proposed overcrossing structure, including the furnishing of electrical energy therefor.

VII

That it is anticipated that during the period of construction there will be short periods of time when the vertical clearances over the tracks of railroad will be impaired to a minimum of 21', and that there will be temporary impaired horizontal clearances of 7'6" between the center line of Mainline Track No. 4 and Bent No. 11, to the east, between Track No. 5 and Bent No. 11, to the west, and a temporary impaired horizontal clearance of 7'6" between the center line of relocated Track No. 10 and Bent No. 12, to the east, and between Track No. 11 and Bent No. 12, to the west, and a temporary impaired horizontal clearance of 7'6" between the center line of Track No. 15 and Bent No. 13, and a temporary impaired horizontal clearance of 7'6" between the center line of relocated Track No. 1 and Bents Nos. 6, 7 and 8. These impaired clearances will be for form work only and will be in effect only during the construction of the project.

VII

That the proposed construction is in the NW¼ of the SW¼ of Section 33, Township 38 South, Range 9 East, W.M., in Klamath County, Oregon.

WHEREFORE, petitioner prays for an order permitting such construction in accordance therewith and for such temporary impaired horizontal clearances, including authority to Southern Pacific Company to operate trains affected by such temporary impaired clearances and for such other and further order or orders as may be proper in the premises.

Dated at Salem, Oregon, this 8th day of August, 1955.

STATE OF OREGON, by and through its
State Highway Commission

C. W. ENFIELD
Assistant Attorney General and Chief
Counsel for the State Highway Commission

J. M. [illegible]
Assistant Counsel for the State Highway
Commission.

JMD:MR
8-5-55

RECEIVED
AUG 1 - 1955
FOR FILING

FORM E-33X—90,000—10-54—7[illegible]

15 3 (F)

4 15

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 1st, 1955

SUBJECT:

To: Mr. S. H. Probert
Office Engineer

In setting up the project authorization for the South Sixth Street viaduct in Klamath Falls please include the following items of rearrangement:

Western Union	$1,400.00
California-Oregon Power Co.	3,200.00
Railroad Signal Lines	400.00

Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams
G. S. Paxson

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AUG 1 1955
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

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[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
July 14, 1955

[illegible]
State Highway Engineer

SUBJECT: PUX 129
South Sixth Street Overcrossing
Klamath Falls

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

After being unable to reach you, Mr. Frank McColloch called me regarding the South Sixth Street Overcrossing project in Klamath Falls.

He advised that he had received a copy of a letter addressed by Mr. W. M. Jaekle, Chief Engineer, Southern Pacific Company, to Mr. P. M. Stephenson, Bridge Engineer, in which it was stated that Southern Pacific Company officials in San Francisco would recommend to their management that the company participate to the extent of 50% of the cost of the demolition of the existing structure with a 50% participation in salvage. He informed me that the Railroad estimate of the cost of the removal of the existing structure is $52,500 and the estimated salvage is $7,800.

Apparently, Southern Pacific Company has been advised that the Highway Commission's estimate of the cost of the demolition is $30,000 with an estimated salvage of $5,000 to $8,000 and the discrepancy is embarrassing the officials in making a recommendation to their management. It is requested that Mr. Stephenson give a more careful check to the $30,000 estimate to see whether, or not, it can be brought into closer accord with Southern Pacific Company's estimate and advise Mr. Jaekle with regard thereto.

If Mr. Jaekle is satisfactorily advised, an immediate recommendation will be made to the Southern Pacific Company management and it is anticipated that approval should follow within a matter of not more than two weeks. Mr. McColloch has particularly requested that no petition be filed until such time as the matter has been cleared by Southern Pacific Company. Another point which he mentioned was the clarification of the interest of the City of Klamath Falls by special agreement or otherwise. I suggested that an easy and adequate solution would be to make the City a joint petitioner with the Highway Commission in the petition to the Public Utilities Commissioner and this appeared to be an entirely satisfactory solution to Mr. McColloch.

RECEIVED

Very truly yours,

J. W. De Souza
J. W. DeSOUZA
Assistant Counsel

JWDeS:RN

cc: Mr. W. C. Williams
Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. C. W. Enfield

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JUN 17 1955

FOR FILING

18-21(5)
4615

Klamath Falls Spec

June 17, 1955

Mr. Paul O. Landry, Mayor
City of Klamath Falls
City Hall
Klamath Falls, Oregon

Dear Mr. Landry:

We have not yet completed the design for the Sixth Street Overcrossing in Klamath Falls, nor have we had our hearings before the Public Utilities Commissioner. I would suggest that these preliminaries be taken care of before giving the California Oregon Power Company any authorization for removing its lines.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm

cc G. S. Paxson

RECEIVED
JUN 15 1955
FOR FILING

Salem, Oregon
June 14, 1955

Mr. R. H. Baldock

Klamath Falls is the only city in the state that has completely sold out to the power companies. The franchise for the power and water lines provides that any alteration because of improvements to the streets is a cost of the City. On previous jobs we have had to assume these costs as a part of the project costs when we worked in Klamath Falls.

G. S. Paxson

GSP:gm

6th St. O'xing in K. Falls

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G. S. PA[illegible]

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FORM E-90X 97½ 8-54 73720

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1955

SUBJECT:

To: Mr. Ray Webber
Ass't. Construction Engineer

NOTED
W. C. WILLIAMS

I am returning your South Sixth Street Base Design Chart to you for reconsideration. If after a review, you feel that the design is adequate I will approve it, however, some of the soil in that area is quite tricky and I wish to be very sure that we do not under design it with a possible failure at a later date.

Forrest Cooper
Ass't. Construction Engineer

FC:of

Encl.

cc to: W. C. Williams

RECEIVED
JUN 14 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
JUN [illegible] 1955
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NOTED
G. S. PAXSON

June 10, 1955

Klamath Falls

Mr. Frank C. McColloch
Attorney at Law
800 Pacific Building
Portland, Oregon

South 6th Street Overcrossing
Southern Pacific Company
Klamath Falls

Dear Frank:

When you were in the office I promised to send such information as I have been able to secure relative to the South 6th Street grade separation matter in Klamath Falls. The various points on which some information has been obtained are as follows:

(a) According to the Oregon Blue Book, Klamath Falls was incorporated in 1905.

(b) On May 5, 1906, Klamath County established a county road by order recorded in County Commissioners Journal 4 at page 205. This has been given to us by Wilson Title & Abstract Company as including what now is designated as South 6th Street.

(c) Under date of February 11, 1908, William A. Wright, et ux, and Hot Springs Improvement Company conveyed to California-Northeastern Railway Company property, which, although the area has not been platted out, is assumed to have covered your existing railroad yards. This instrument was recorded on March 11, 1908, in Volume 23 at Page 616 of the County Deed Records. The conveyance contained this exception: "That portion set aside for purpose of County Road as per Petition of Tax Payers and Order of County Court, dated May 5th, 1906." This, again, is given to us by Wilson Title & Abstract Company as covering South 6th Street.

(d) I have not made a close check of the matter, but Mr. H. G. Benson, Right of Way Supervisor in this Department, who then lived in Klamath Falls, has advised me that the first railroad into Klamath Falls, being a connection from Weed, California, was put into operation in May, 1911.

(e) On May 24, 1926, Klamath Falls passed Ordinance No. 764 calling a special election for Tuesday, June 29, 1926, to pass upon the question of issuing bonds in the amount of

$62,000 for payment of the City's share of the overcrossing project.

(f) On June 29, 1926, an election was held in which 1221 affirmative votes were cast and 21 negative votes were cast.

(g) On July 1, 1926, joint petition of Central Pacific Railway Company and City of Klamath Falls was received by the Public Service Commission praying for authorization for the construction of the overhead crossing project. This was transmitted by letter signed by Ben C. Dey, dated June 30, 1926, in which it was strongly intimated that if the petition should not be allowed the proposed railroad development would not be made. It seems to be a fair assumption from this and from the contents of the petition that the existing structure was built primarily for the benefit and convenience of Central Pacific Railway Company and not for the elimination of traffic hazards that then existed at the one railroad track which then was in operation. It is noted that the map which accompanied the petition made provision for twelve additional tracks under the proposed structure. I assume that copies of the petition and copies of the letter written by Mr. Dey are in the files in your office, and also in the files at San Francisco.

(h) After waiver of statutory notice, hearing on the matter was held in Salem on July 27, 1926, at which time Mr. Paul P. Farrens, Attorney, appeared on behalf of Central Pacific Railway Company and the City of Klamath Falls. It does not appear that Klamath Falls was represented at the hearing. Possibly, the hearing was held in this manner as a matter of convenience and to avoid the necessity of a trip for a representative of the City from Klamath Falls to Salem.

(I) On July 12, 1926, the Public Service Commission issued Order No. 1387, Docket F-1351, authorizing the construction of the Overcrossing structure and fixed the maximum participation of the City of Klamath Falls at the sum of $62,000.

(J) On July 26, 1926, the City of Klamath Falls passed Ordinance No. 779 authorizing and directing the Mayor and Police Judge to enter into a contract with the Central Pacific Railway Company for the construction of the overcrossing structure. This, possibly, is what has been referred to in Southern Pacific Company records as Document Audit No. 22220.

(k) On July 27, 1926, Central Pacific Railway Company and the City of Klamath Falls entered into an agreement relative to the construction and maintenance of the structure. This is the elusive instrument which I had not been able to locate, nor could it be located in Dunsmuir or in your San Francisco offices. It was recently furnished to the Department by Mr. Paul O. Landry, Mayor of Klamath Falls. For your information a copy thereof is attached hereto.

Very truly yours,

C. W. ENFIELD

By
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc. 1

cc: Mr. E. C. Crocker, Contract Attorney
Southern Pacific Company
65 Market Street, San Francisco, Calif.

Mr. R. H. Baldock
Mr. G. S. Paxson ✓
Mr. P. M. Stephenson
Mr. C. W. Enfield

CONTRACT

WHEREAS, heretofore in and by Ordinance Number 764 entitled:

> "AN ORDINANCE CALLING A SPECIAL ELECTION IN THE CITY OF KLAMATH FALLS, OREGON, ON TUESDAY, THE 29th DAY OF JUNE, 1926, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF AUTHORIZING THE CREATION OF A FUND BY THE ISSUANCE AND SALE OF BONDS NOT EXCEEDING SIXTY TWO THOUSAND DOLLARS ($62,000.00) OUT OF WHICH TO PAY THE ONE-HALF PART OF THE COST OF ERECTING AND CONSTRUCTING AN OVERHEAD STREET CROSSING OVER THE RAILROAD AND PROPERTY OF THE CENTRAL PACIFIC RAILWAY COMPANY, AS MORE PARTICULARLY SET FORTH AND DESCRIBED IN THE BODY OF THIS ORDINANCE, AND AS SHOWN ON THE MAP OR PLAT HERETO ATTACHED"

a special election was regularly called in the City of Klamath Falls, Oregon, to be held on June 29th, 1926, for the purpose of authorizing the creation of a fund of $62,000.00 to defray the one-half part of the cost of constructing an overhead street crossing over the railroad and property of the Central Pacific Railway Company, where the same is crossed by Sixth Street in the city of Klamath Falls, Oregon, and

WHEREAS, thereafter the said election was regularly held in the various voting precincts in the city of Klamath Falls, Oregon, on June 29th, 1926, after due and legal notice of said election had been given in all respects as by law required; and

WHEREAS, the said election and the returns of said election were duly and regularly canvassed, as provided by law, and upon such canvass, it was ascertained and determined that there were 1221 votes cast in favor of the issuance and sale of bonds in the amount aforesaid, for the construction of said overhead crossing, and 21 votes against the same; and thereafter the Mayor of the city of Klamath Falls, Oregon, duly issued his proclamation proclaiming the result of said election, and that the said measure had carried, and proof of the said proclamation and of the publishing and posting thereof is now on file with the Police Judge of the city of Klamath Falls, Oregon, and everything is now in readiness to proceed with the construction of the said overhead crossing, at a cost to the city of Klamath Falls, Oregon, of not to exceed $62,000; THEREFORE,

IT IS HEREBY MUTUALLY STIPULATED, UNDERSTOOD AND AGREED by and between the Central Pacific Railway Company, a corporation, first party, and the city of Klamath Falls, Oregon, a municipal corporation of the State of Oregon, second party, that the said first party shall construct the said overhead crossing where Sixth Street intersects or crosses the Central Pacific Railway Company railroad track and property in Klamath Falls, Oregon, in all respects in accordance with the plans, specifications and estimates on file therefor with said city, and the said first party shall erect and construct the said structure and supervise all of the details of the construction thereof, the City Engineer of Klamath Falls, Oregon, however, to inspect the said work as it progresses to ascertain and determine the cost of said structure and in order to insure that each party to this contract shall contribute an equal amount to the construction of said overhead crossing or viaduct.

THIS CONTRACT is made subject and pursuant to the terms and provisions of Ordinance Number 779 entitled

> AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND POLICE JUDGE TO ENTER INTO CONTRACT WITH THE CENTRAL PACIFIC RAILWAY COMPANY FOR THE CONSTRUCTION BY SAID COMPANY OF AN OVERHEAD CROSSING OR VIADUCT OVER THE RAILROAD TRACK AND PROPERTY OF THE CENTRAL PACIFIC RAILWAY COMPANY WHERE THE SAME IS INTERSECTED OR CROSSED BY SIXTH STREET IN KLAMATH FALLS, OREGON,

Duly enacted and passed by the Common Council of the City of Klamath Falls, Oregon, on July 26, 1926.

Upon the completion of said structure, each of the parties hereto, shall contribute an equal amount towards the payment therefor, but the said second party shall, in no event, contribute or be liable for more than $62,000.00, which said amount shall be paid to the party of the first part upon completion of said structure, out of funds dervied from the sale of the bonds therefor. It is further provided that the said City shall maintain the surface of the streets and driveway and the said railway company shall maintain the remainder of said structure.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands this 27 day of July, 1926.

Done in the presence of:

/s/ Maude Owings

/s/ Ruth Cofer

CENTRAL PACIFIC RAILWAY COMPANY

By /s/ C. F. STONE
Agent and Attorney.

CITY OF KLAMATH FALLS, OREGON,

By Fred R. Goddard (/s/)
Mayor.

Attest:

/s/ Lem L. Gaghagen

Police Judge.

CITY OF KLAMATH FALLS, OREGON

CITY HALL, KLAMATH FALLS, OREGON

June 8, 1955

NOTED
W. C. WILLIAMS

Honorable R. H. Baldock
Oregon State Highway Engineer
Salem, Oregon

Dear Sir:

The California Oregon Power Company has requested the City of Klamath Falls to authorize the removal of lines on the right-of-way that you may construct a four-lane overpass on South Sixth Street. It is my understanding that we are to authorize this work and whatever it will cost is included in this job and we will be reimbursed by the State Highway Department.

Will you please advise me in this connection, and also advise us what you are requesting the California Oregon Power Company to do.

Yours very truly,

CITY OF KLAMATH FALLS

Paul O. Landry

Paul O. Landry
Mayor

POL:dg

RECEIVED

NOTED
G. S. PAXSON

KLAMATH FALLS, OREGON

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MAY 6 1955
FOR FILING

US - 31(5)
4615

May 5, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Re: South Sixth Street Overcrossing
in Klamath Falls, Oregon U-31(5)

Dear Sir:

Under date of April 14, you transmitted comments from your Washington office concerning the above project. We have revised our plans to comply with your suggestion for an acceleration lane at approximately Station 30+25 and have used a three-centered curve on this approach ramp. The alignment is shown on the attached prints. We have lengthened the runoff of superelevation near Station 45 and now have a grade differential at the pavement edges of approximately 1 per cent. This is shown on the attached prints entitled "So. Sixth Street, Klamath Falls," dated May 2, 1955.

Because of the spacing of the tracks in the railroad yard, it is impracticable to make Bent 14 thicker than 1 foot. We have conferred several times with the railroad officials, and they will not agree to shift the main line track. Any shift in the opposite direction would involve the moving of a large number of tracks which are parallel with the main line track. The design of Bent 14 will be made structurally adequate with the 1-foot thickness.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

Encls.

GSP:gm

cc P. M. Stephenson
Forrest Cooper
Frank L. Hall

Mr. Cooper: Please note the attached drawing showing the addition of an acceleration lane between Stations 30 and 34 on the S. Sixth Street project in Klamath Falls. This will require the purchase of an additional 15' of right of way on the south side of our present holdings to provide room for the access ramp. This additional right of way is tinted in red on the attached print. Will you please have the necessary descriptions made up so that purchase can be made.

G.S.P.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Paxson

April 14, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project U-31(5)
South Sixth Street Viaduct
in Klamath Falls

Dear Sir:

Preliminary plans for The South Sixth Street Viaduct in Klamath Falls, have been reviewed by our Washington, D. C. Office. They offer the following comments on this design:

> "The structural features are considered generally satisfactory except that we are somewhat concerned about the strength of Bent 14 which has a stem wall only 1' 0" thick. It would have been highly desirable if the tracks could have been spread sufficiently so that at least 6 inches could be added to the thickness of the pier shaft.
>
> We concur that an acceleration lane would be desirable for the 920 v.p.d. on the entrance ramp at about Station 30+25 and that the 55-foot turning radius should be increased, if possible. A minimum treatment would seem to be to provide a tangent between the reverse curves and use a 3-centered curve in lieu of the single 55-foot radius curve. This would reduce the likelihood of vehicles turning to the inside lane.
>
> The profile diagram on Sheet 1 shows the left and right edge of pavement grades for the superelevated curve at Station 45 ± to be 3.2 and 5.3 percent respectively. In general, a 2.1 percent grade differential in edge of pavement grades is excessive for all but low speeds. The maximum rate of superelevation is not indicated and we lack knowledge of controls that may make this fast runoff necessary. If feasible, it would be desirable to lengthen the runoff and thereby reduce the percent differential between edges of pavement."

Regarding the comment on wall thickness at bent 14, we feel that the 12" wall will be satisfactory providing it is properly designed and adequately reinforced.

The question of providing the acceleration lane as mentioned above was discussed with your department some weeks ago. We believe this would be a worthwhile improvement in the layout.

These comments are submitted for your consideration.

Very truly yours,

C. G. POLK
District Engineer

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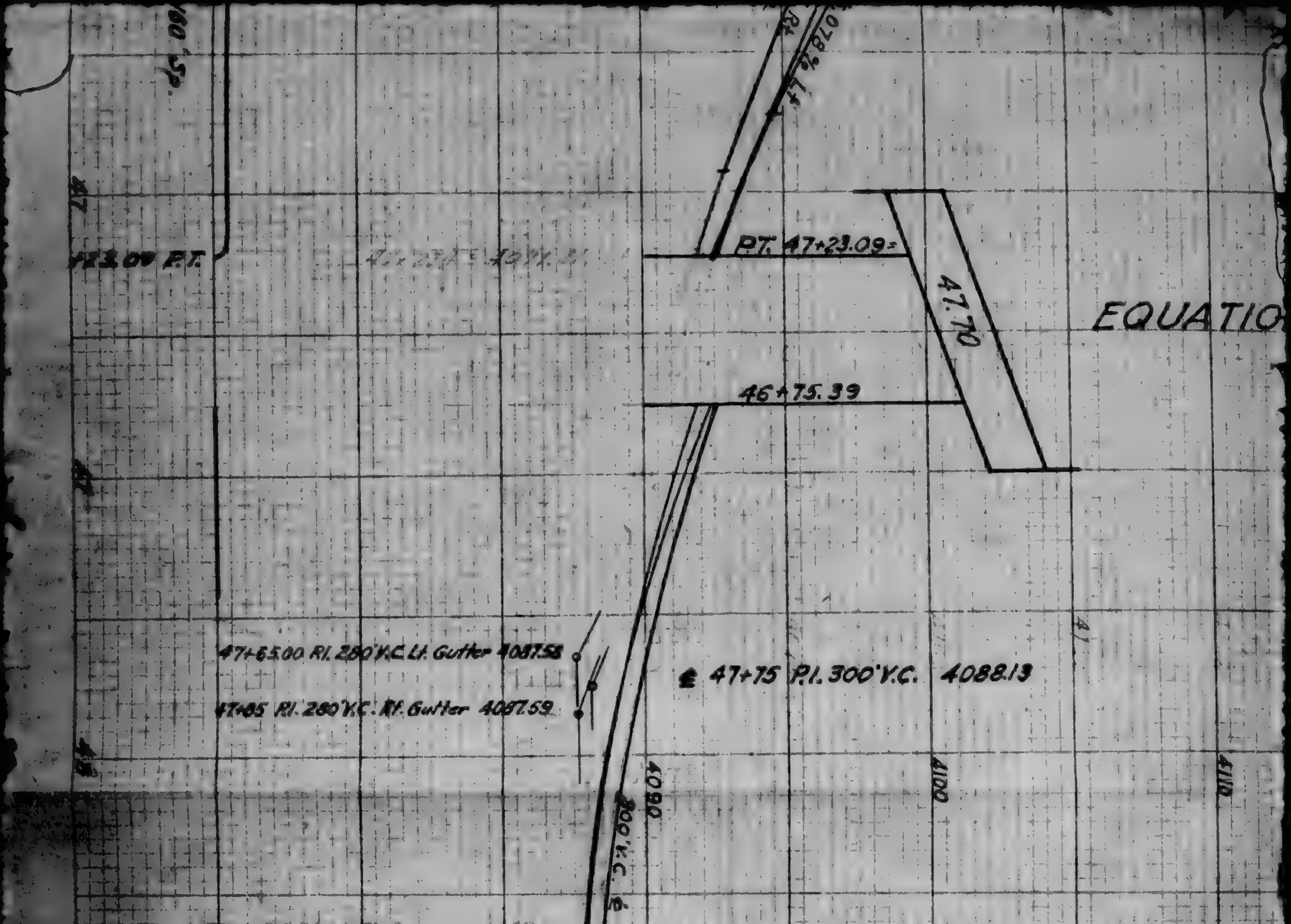
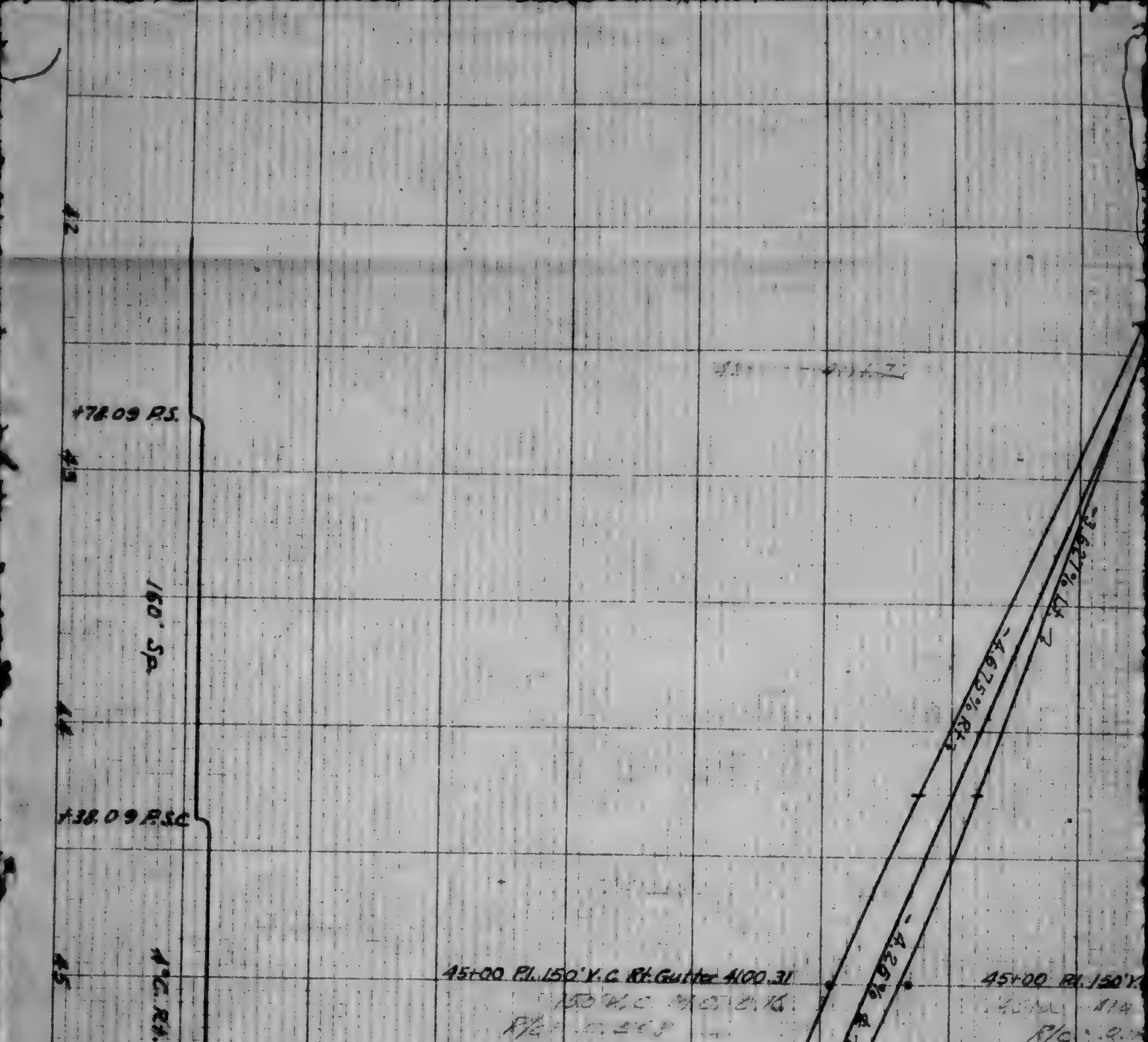
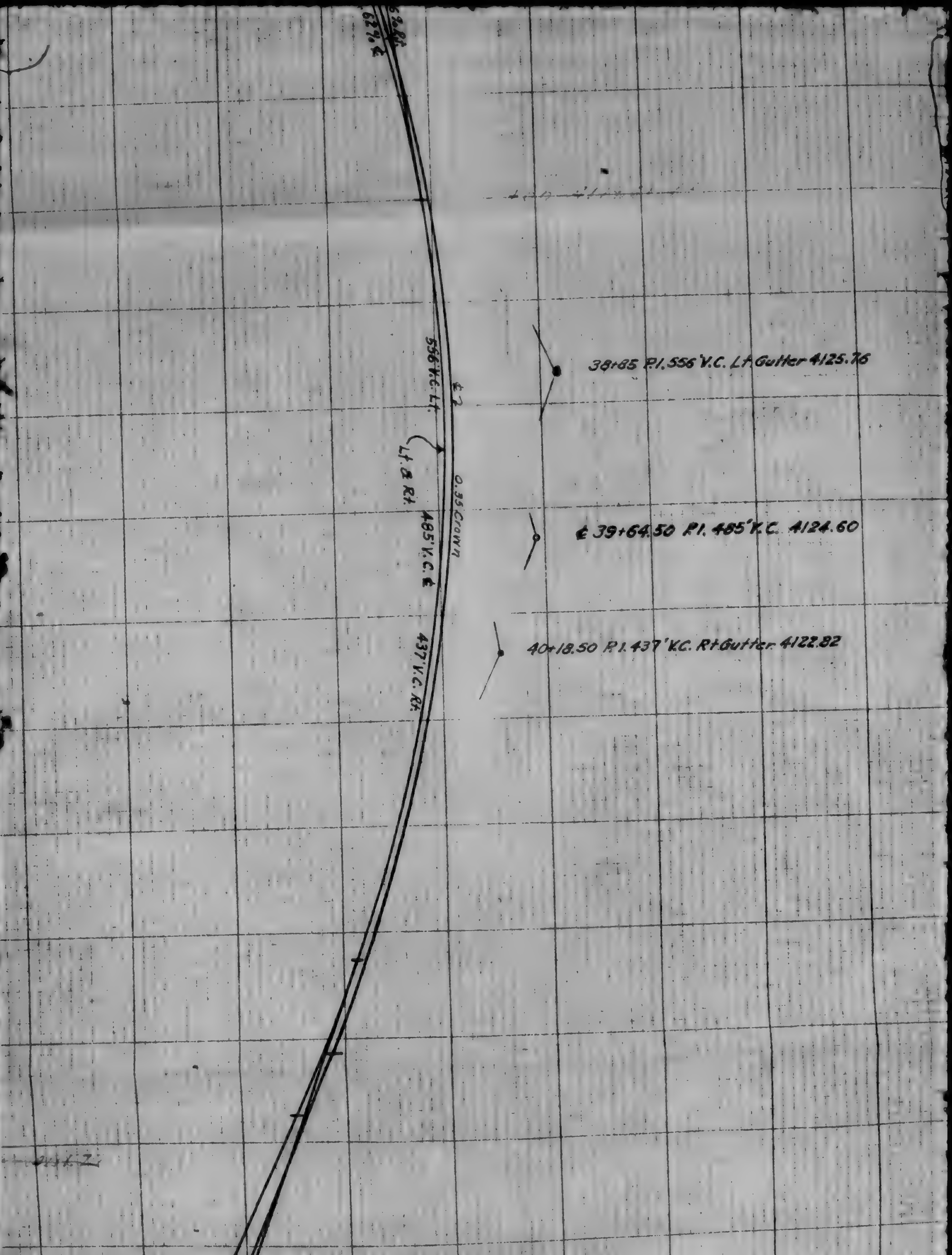
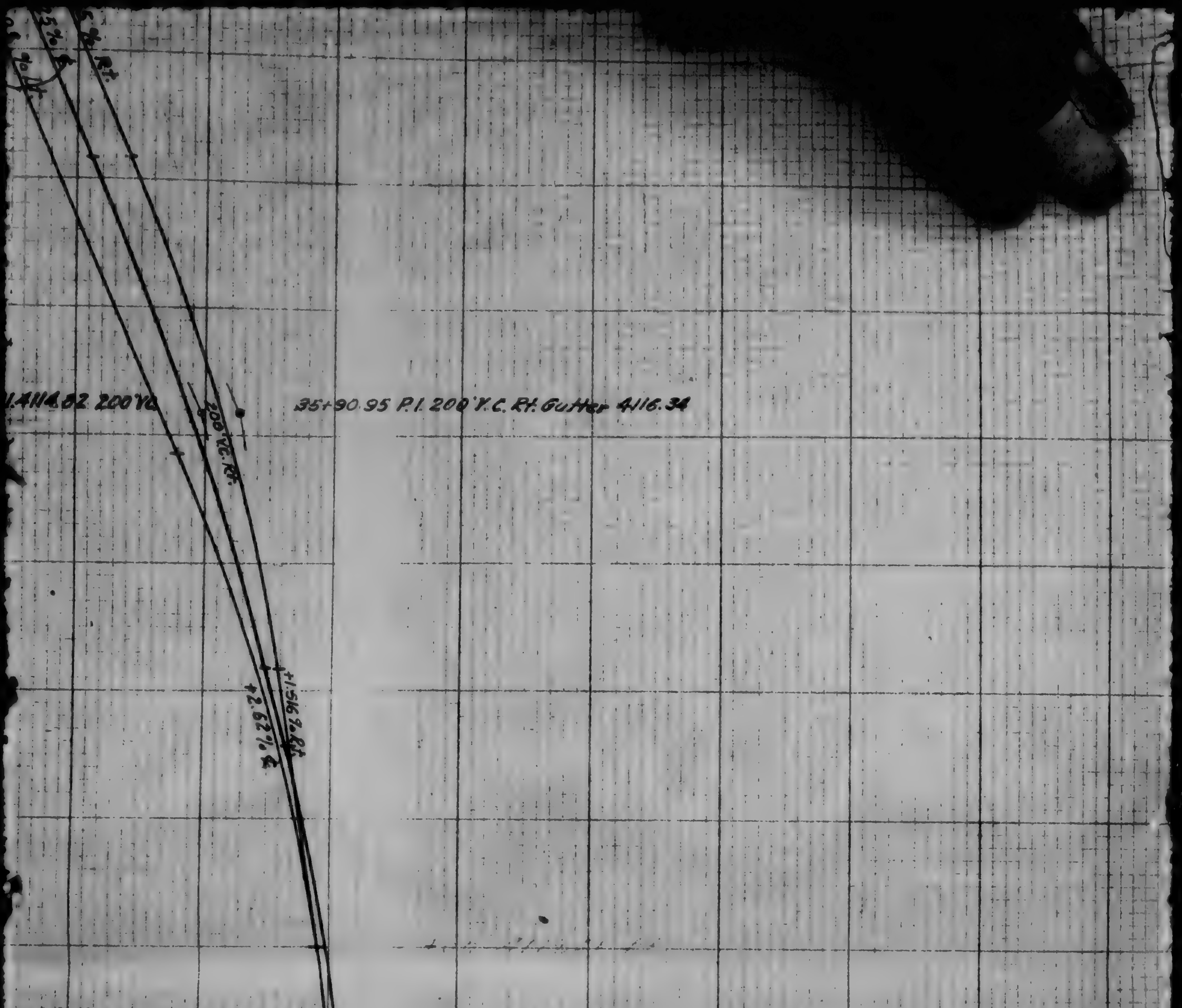
APR 15 1955
OFFICE OF
STATE HIGHWAY ENGINEER


180' Sp.
47
+23.09 P.T.
Rt.
0.78% Lt.
P.T. 47+23.09 =
47.70
EQUATIO
46+75.39
47+65.00 P.I. 280' V.C. Lt. Gutter 4087.58
47+85 P.I. 280' V.C. Rt. Gutter 4087.59
℄ 47+75 P.I. 300' V.C. 4088.13
4090
4100
4110
300' V.C. ℄
+0.12 ℄ 0.59 Crown
+0.12 Rt. & Lt. Gutters


42
+78.09 P.S.
43
160' Sp.
44
+38.09 P.S.C.
45
4°C. Rt.
+63.09 P.S.
46
160' Sp.
47
+23.09 P.T.
-3.627% Lt.
-4.675% Rt.
45+00 P.I. 150' V.C. Rt. Gutter 4100.31
-4.26% Lt.
45+00 P.I. 150' V.
R/C
-3.823% Rt.
-5.078% Lt.
P.T. 47+23.09±


.62% ℄
% Rt
556' V.C. Lt.
℄ 2
Lt. & Rt.
0.35 Crown
485' V.C. ℄
437' V.C. Rt.
38+85 P.I. 556' V.C. Lt Gutter 4125.76
℄ 39+64.50 P.I. 485' V.C. 4124.60
40+18.50 P.I. 437' V.C. Rt Gutter 4122.82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I. 4114.82 200'V.C.
200' V.C. Rt.
35+90.95 P.I. 200' V.C. Rt. Gutter 4116.34
+1.516% Rt.
+2.62% ℄
556' V.C. Lt.
℄
38+85 P.I. 556' V.C. Lt. Gutter 4125.76
Lt. & Rt.
0.35 Crown
485' V.C. ℄
℄ 39+64.50 P.I. 485' V.C. 4124.60
437' V.C. Rt.
40+18.50 P.I. 437' V.C. Rt. Gutter 4122.82

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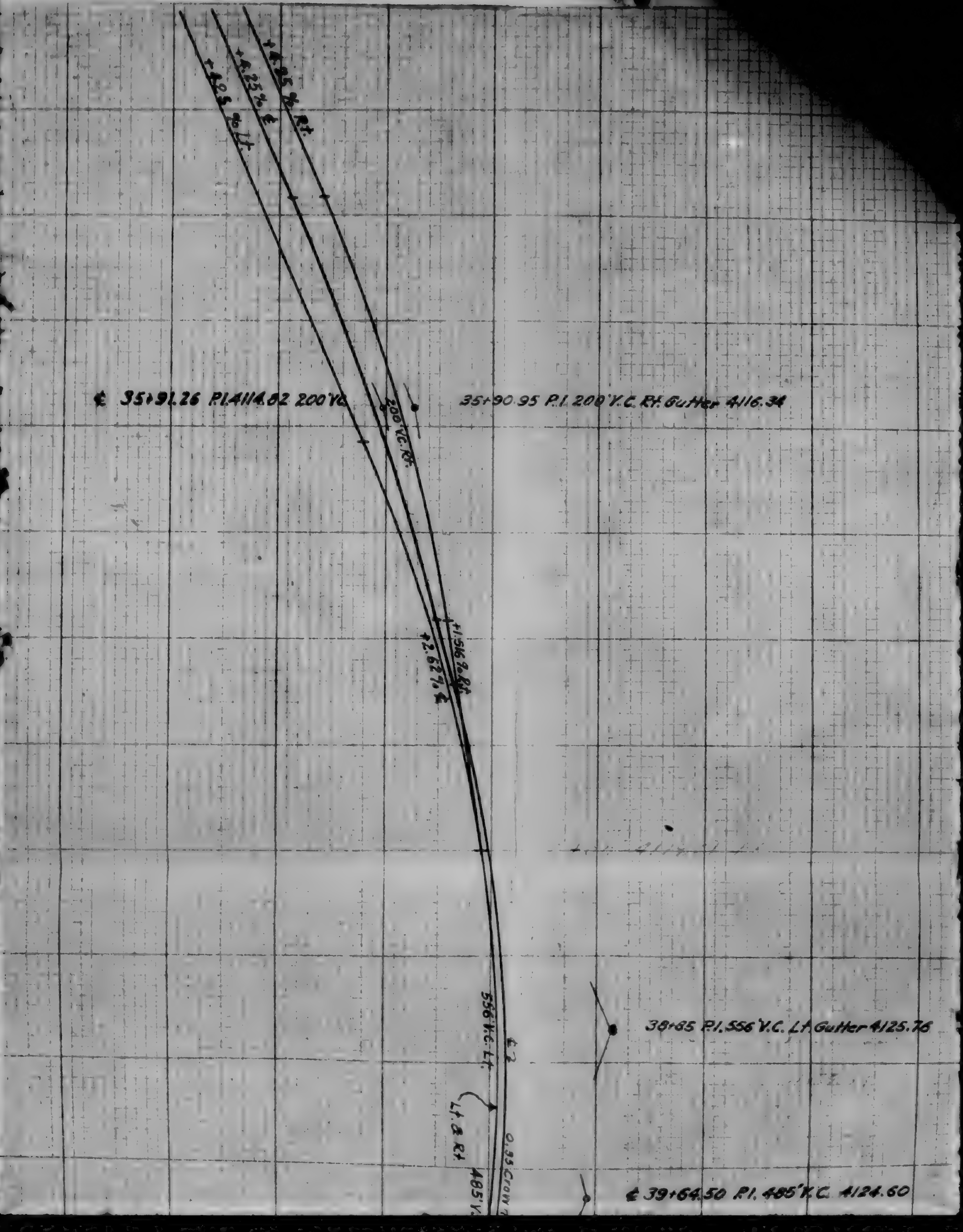

+4.25 % Rt.
+4.25% ℄
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℄ 35+91.26 P.I. 4114.82 200' V.C.
200' V.C. Rt.
35+90.95 P.I. 200' V.C. Rt. Gutter 4116.34
+1.516 % Rt.
+2.62% ℄
556' V.C. Lt.
℄ 2
38+85 P.I. 556' V.C. Lt. Gutter 4125.76
Lt. & Rt.
0.33 Crown
485' V.
℄ 39+64.50 P.I. 485' V.C. 4124.60

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43-2115
4-15

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 4, 1955

SUBJECT: Pux 129 - South 6th St., Klamath Falls

To: Mr. R. H. Baldock ✓
Mr. W. C. Williams
Mr. W. W. Stiffler
Mr. C. S. Paxson
Mr. P. M. Stephenson
Mr. W. E. Chandler
Mr. E. A. Collier

[illegible]
W. C. WILLIAMS

Gentlemen:

A letter has been received from the Southern Pacific Company at Dunsmuir, California, which indicates that Mr. A. W. Kilborn has been appointed Superintendent to succeed Mr. J. A. McKinnon.

I am not sure, but it is my impression that Mr. McKinnon has been transferred to San Francisco.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb

Williams

RECEIVED
MAY 5 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 6 1955
FOR FILING

FORM E-30X—80,000—10-54—79484

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 4, 1955

SUBJECT: Pux 129 - South 6th St. Klamath Falls
Southern Pacific Company

To: MEMORANDUM TO FILE:

NOTED
W. C. WILLIAMS

On Thursday, April 21, 1955, Mr. P. M. Stephenson, Bridge Engineer, and myself met with the following officials:

- Mr. R. R. Baymiller, Division Engineer
- Mr. A. D. DeMoss, Assistant Division Engineer
- Mr. V. Winkelman, Roadmaster
- Mr. R. P. Holland, Signal Supervisor
- Mr. J. L. Harrison, Trainmaster
- Mr. J. B. Foster, Yardmaster
- Mr. A. A. McDermott, Bridge & Building Supervisor

The various engineering details, with which I am not familiar, were discussed by Mr. Stephenson.

One question which arose in my mind was as to the responsibility for the removal of the existing overcrossing structure and the ownership of the steel to be salvaged from the two main spans.

The existing structure was authorized by the Public Service Commission of Oregon on the joint application of Central Pacific Railway Company and the City of Klamath Falls by Order No. 1387 issued July 12, 1926, Docket F-1351. The order simply authorizes the construction of the structure and provided that the cost thereof should be borne in equal portions, with the limitation that the cost to the City of Klamath Falls should not exceed $62,000.

Inquiry at the office of the City Clerk disclosed an ordinance which had been passed, I believe in 1926, authorizing the mayor and the clerk to enter into an agreement with the Railroad Company covering the construction. Mr. Henry E. Perkins, City Engineer, advised Mr. Stephenson and myself that he recalled having seen a copy of an agreement covering the construction, but the City Clerk was unable to locate the agreement for us.

MEMO TO FILE PUX 129:

Mr. Alan D. DeMoss, Assistant Division Engineer, stated that he thought there was a copy of the agreement in Dunsmuir but on Saturday, April 30th, he called me by long distance and said that the only instrument that he could locate there was a copy of the city ordinance. A letter from him dated May 2nd, received today, states that he is checking further on the matter with the San Francisco office of Southern Pacific Company.

An attempt has been made through one of the title companies in Klamath Falls based upon the assumption that an easement may have been involved and the instrument may have been recorded, but so far no results have been secured.

Mr. Stephenson extimates that the cost of the removal of the existing structure, including the steel spans and the concrete piers, may roughly amount to as much as $30,000. This cost, together with the possible disputes as to ownership of the salvage steel, makes the question one of importance.

J. W. DeSOUZA
Assistant Counsel

JWD:mb

cc: Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. P. M. Stephenson

FEB 15 1955

US-31(15)
4615

February 14, 1955

Mr. E. A. Thomas, City Engineer
City Hall
Klamath Falls, Oregon

Dear Mr. Thomas:

Reference is made to your letter of February 10 concerning a storm sewer crossing South Sixth Street in Klamath Falls.

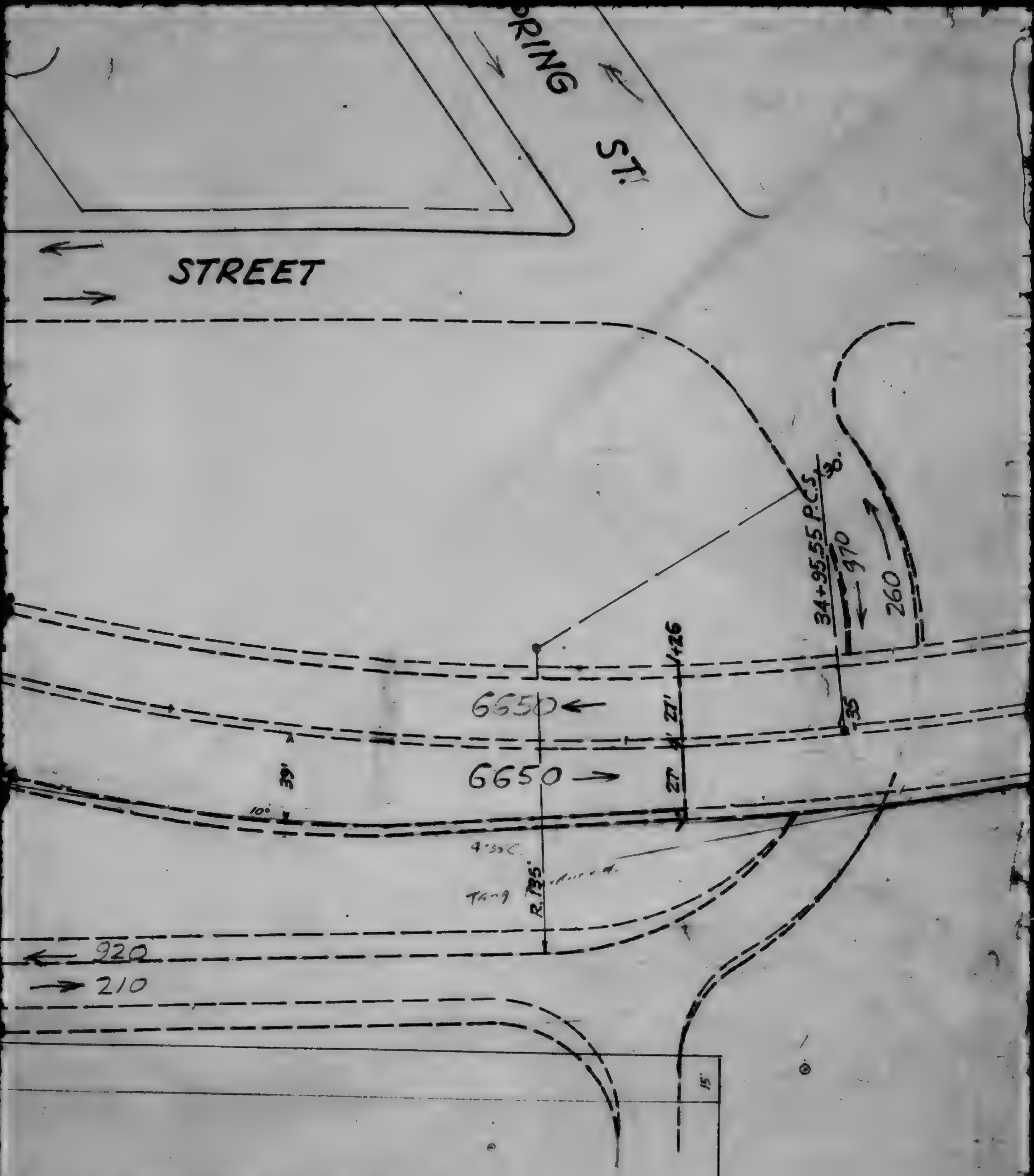
If the City wishes the replacement of the section of storm sewer included in our contract for the overcrossing and its approaches, it will be necessary that it deposit with the State a check in sufficient amount to cover the cost of the work. Based upon the 198 feet of length which you show on your map, it is estimated that the replacement cost would be somewhere in the neighborhood of $3,000.

If the City decides to go ahead with this, please advise and we will include it in our plans.

Very truly yours,

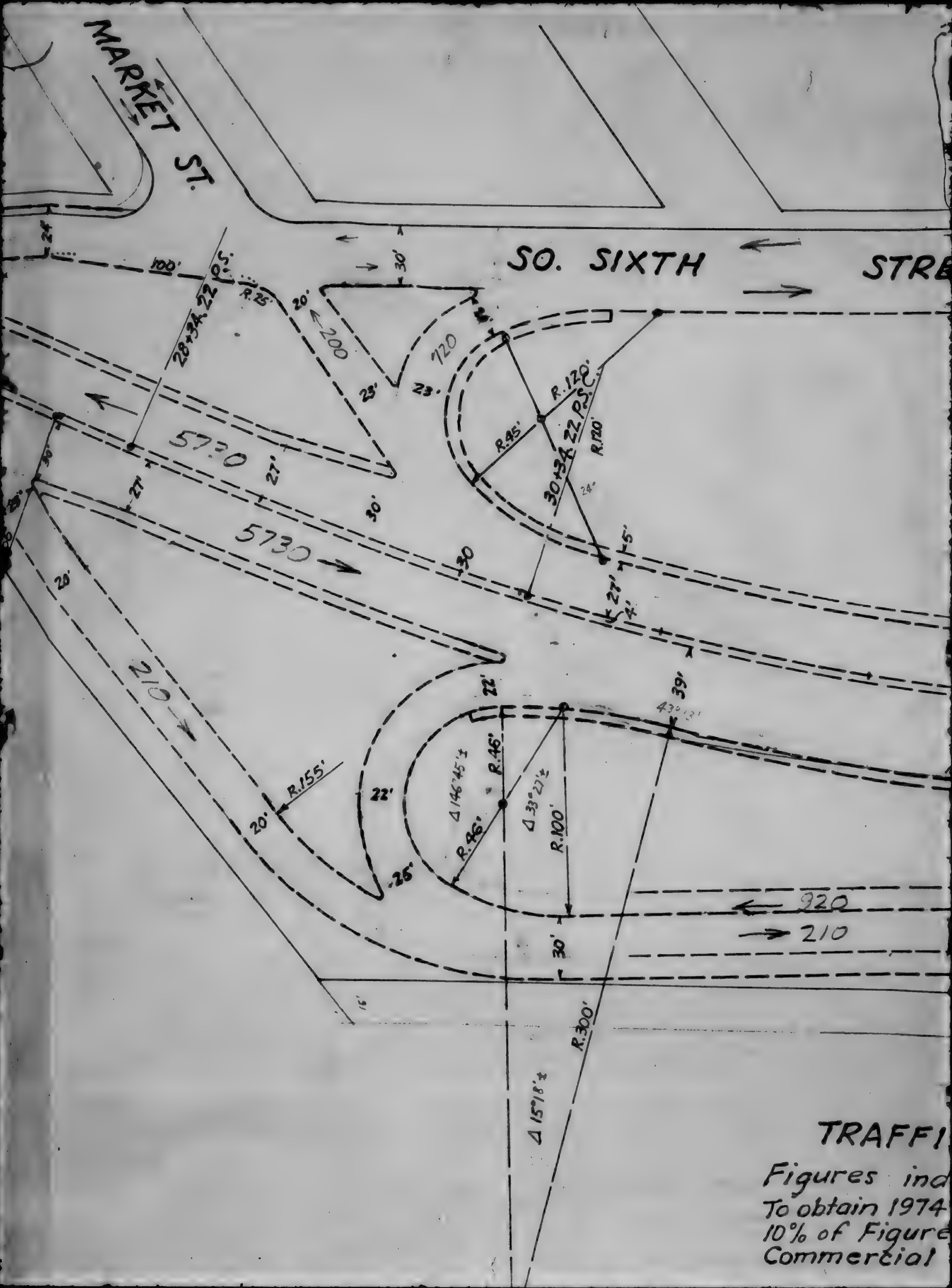
R. H. Baldock
State Highway Engineer

GSP:gm
cc P. M. Stephenson


PRING
ST.
STREET
34+95.55 P.C.S.
30'
970
260
+26
6650
27'
35
30'
6650
27'
10°
4°35'C
Tang
R. 135'
920
210
15'

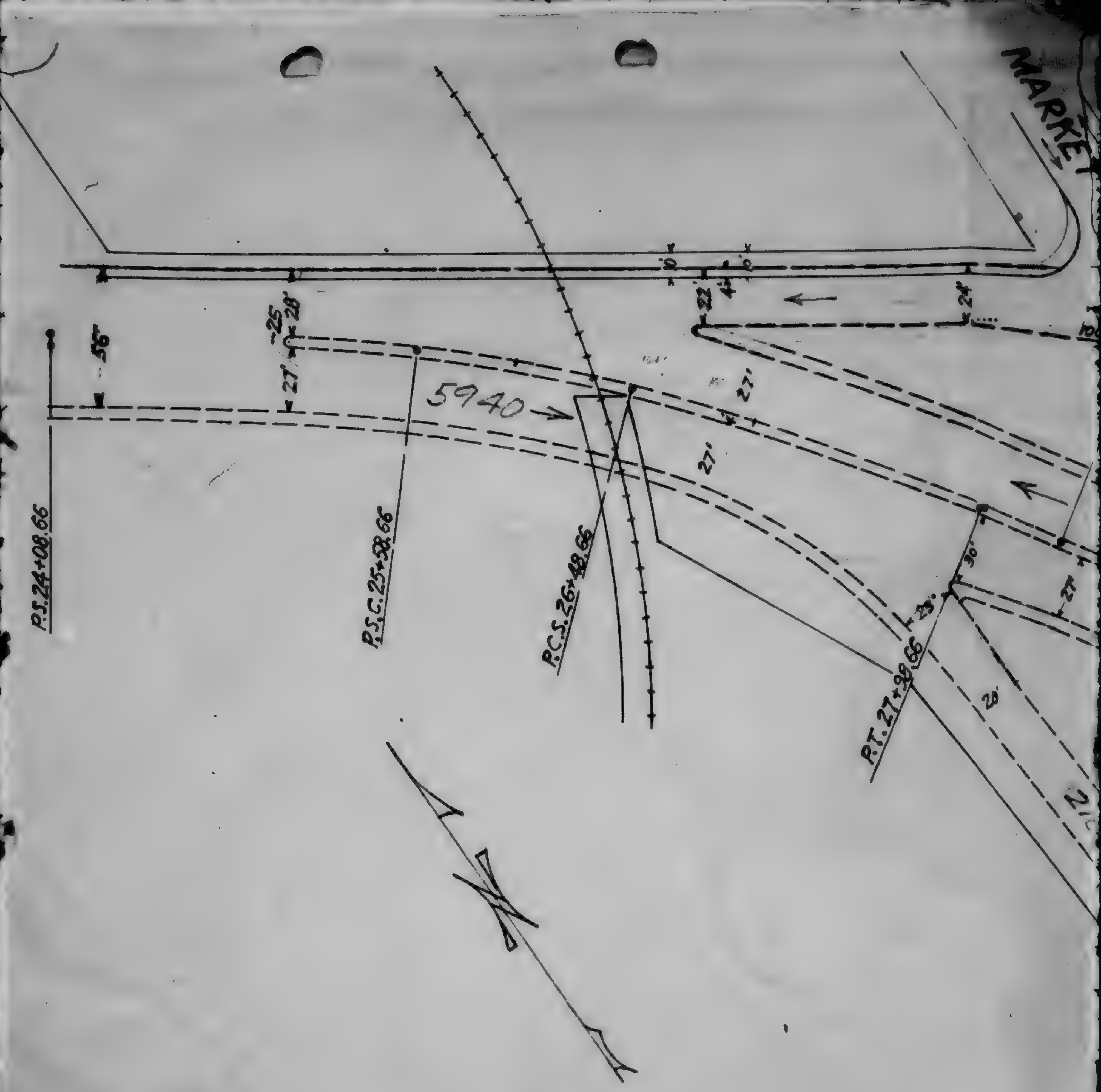
TRAFFIC DATA

Figures indicate est. 1954 A.D.T.
To obtain 1974 A.D.T. multiply by 2
10% of Figures equal 30th Peak Hour
Commercial vehicles 7% of Figures


MARKET ST.
SO. SIXTH STRE
24'
100'
28+34.22 P.S.
R.25'
30'
20'
200
720
23'
23'
R.120'
30+34.22 P.S.C.
R.45'
R.120'
24'
5730
27'
27'
30'
5730
30
5'
27'
4'
30'
20'
22'
39'
43°13'
210
R.155'
20'
22'
25'
Δ146°45'±
R.46'
R.46'
Δ33°27'±
R.100'
920
210
30'
16'
R.300'
Δ15°18'±

TRAFFI

Figures ind
To obtain 1974
10% of Figure
Commercial


MARKET
-25
P.S.24+08.66
P.S.C.25+58.66
P.C.S.26+48.66
P.T.27+98.66

CITY OF KLAMATH FALLS, OREGON

CITY HALL, KLAMATH FALLS, OREGON

Feb. 10, 1955

Mr. R.H.Baldock
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon.

Dear Mr, Baldock;

Enclosed is a map showing the location of a 24" storm sewer crossing So.6th street by the Crater Lake Machinery Co. This sewer is corrugated iron pipe running from the Peoples Warehouse to the Crater Lake Machinery warehouse.

The corrugated iron pipe is rusted and full of holes and will have to be replaced with cement pipe or other suitable material before you complete your paving approaches for the new overpass.

The city council asked me to find out if you would have this work included in your project and , of course, the city will pay the cost of this storm sewer job.

More detailed information will be furnished if this request meets with your approval.

REFERRED TO
Williams.
By State Highway Engineer
Please prepare
memo.

Very truly yours,

E. A. Thomas

City Engineer.

KLAMATH FALLS, OREGON

RECEIVED
FEB 11 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

RECEIVED
FEB 4 1955
FOR FILING

US-31(5)
4.15

February 3, 1955

Mr. J. A. McKinnon, Superintendent
Southern Pacific Company
Dunsmuir, California

Re: South Sixth Street
in Klamath Falls

Dear Sir:

Sometime ago I met with Mr. Baymiller of your office at Klamath Falls and discussed the location of the proposed four-lane overcrossing carrying South Sixth Street over your yards. At this conference Mr. Baymiller expressed considerable concern about the difficulty of controlling traffic at the point where your switch track crosses South Sixth at the alley between Market Street and Broad Street. Mr. Baymiller suggests that consideration be given to the installation of flashing signals at this point.

This matter has been given considerable consideration, and we are willing to recommend to the Highway Commission the installation of such a signal provided that it is handled in the usual manner of other crossing signals under which the State and Railroad share equally in the cost of installation and the Railroad Company maintains the signal after installation. This signal would not be a part of the overcrossing project, but would be handled separately.

We would appreciate further advice from you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
cc F. M. Stephenson

NOTED
G. S. PAXSON

RECEIVED
[illegible] 1955
FOR FILING

FORM E-30X 37½ 3-54 73730

03-3

4

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 26, 1955

SUBJECT: S. Sixth Street in Klamath Falls

To: Mr. R. H. Baldock

W. C. Williams

A few weeks ago when I was in Klamath Falls, I saw evidence of surface seepage which leads me to believe that natural hot water is available in the South Sixth Street area. The viaduct which we are planning to cross the railroad yards will have grades of from 4½ to 5 percent on each approach. It would be advantageous to keep the deck of this structure and of the approaches free of frost.

I have had estimates made of the cost of installing a heating system in the viaduct and approaches totaling approximately 2,000 feet of four-lane roadway. The installation will cost approximately $81,500. In addition to this, it will be necessary to use reinforced concrete pavement rather than asphaltic concrete on the sections of approach which are heated. The difference in cost of these two pavements will add another $16,250 to the cost of the project. This makes a total cost of $97,750, which with the usual percentage for contingencies and engineering will make a total cost of approximately $110,000.

As much as I would like to heat this viaduct, I do not believe that we can justify this much expenditure for the heating. I would therefore recommend that we go ahead without heating the decks.

G. S. Paxson

GSP:gm
cc W. C. Williams

Increased Cost 6th St. Project
Klamath Falls

Original Est $646,000 did not include 12½%
for Eng & Cont. should have been

646,000
80750
726,750

Sub surface Conditions necessitated
change Plans, resulting in
increased Bridge Cost - $152,000
" Roadway " - 85,000
Increase 237,000
plus Correct Est 726750
963,750

NOTED
W. C. WILLIAMS

Est now - 963,599

75

964
780
184

RECEIVED
NOV 29 1954
FOR FILING

Maint
Traffic
Routing

Sper

November 24, 1954

Oregon State Highway Commission

Gentlemen:

During the preliminary studies for the design of the South Sixth Street Viaduct in Klamath Falls, the entire plan was given a careful study. Some years ago it was determined that we would build a two-lane viaduct adjacent to the present structure, using it for southbound traffic and the present viaduct for northbound traffic. However, the existing bridge is only 19 feet 6 inches wide and the curbs on the steel truss are quite narrow, giving a clearance of only 6 inches between the edge of the curbs and the truss members. It is so narrow that it would be hazardous even for a one-way bridge.

The seven per cent grades on either end are likewise hazardous, due to frost and ice in the winter. While it is possible at some future time to reduce the gradient on the south approach, this is not possible on the north approach because of the connection with Spring Street. In contrast to this, the grades on the new structure are less than four and one-half per cent.

The two-lane viaduct would cost about $410,000. Revisions to the south approach on the present structure would increase this cost to about $460,000. The two-lane viaduct can be widened to four lanes at some future time at a cost of $320,000. Following this procedure would make the final cost of the structure about $780,000. In contrast to this, we can build a new four-lane structure and tear down the present bridge for $645,000, which will be an eventual saving of $135,000. Presently, we have set up $555,000 for the job, which would necessitate an increase of $90,000.

I am fearful that if we adopt the plan using the present structure for northbound traffic, the people of Klamath Falls will not be satisfied and will continually object to the condition until the new bridge is widened for four lanes of traffic. I recommend we build the four-lane bridge now.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. G. S. Paxson
Mr. C. H. Maison

RHB:hi lg

FORM E-90 25M 9-51 62312

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
November 22, 1954

SUBJECT: Sixth Street in Klamath Falls

To:

Mr. W. C. Williams
Deputy State Highway Engineer

Dear Sir:

The Sixth Street Viaduct in Klamath Falls has been estimated under two alternates:

(1) Build a two-lane structure on the new line for two lanes southbound and use the existing structure as two lanes northbound. The existing bridge consists of 2-130'-6" steel trusses over the railroad yards with 375 linear feet of concrete viaduct at each end. The entire structure has a 19'-8" roadway and the steel trusses have a vertical clearance of 13'-7". The curbs on the steel trusses are very narrow, giving a clearance of only eight inches between the face of curb and the truss members. The trusses approximate the present H-15 design. The grade line is level across the trusses but the approaches are both on a 7 percent grade. The vertical curves at each end are only 30 feet long.

The existing structure is not and cannot be made adequate for two lanes of traffic even in the same direction. Frost and ice in the winter months make the 7 percent grades dangerous. The roadway width is substandard and the narrow curbs permit overhanging loads to damage the truss members.

Spring Street joins South Sixth Street at the north end of the existing structure. A considerable volume of truck traffic makes a right-angle turn onto Spring Street. This traffic must slow down to make the turn, and rear end collisions will certainly result when the roadway on the 7 percent grade is slippery.

It is estimated that the two-lane viaduct, with no revision of the existing structure, will cost $408,000. It is possible to raise the south approach viaduct to reduce the ascending grade for northbound traffic. The north approach cannot be raised because of the junction with Spring Street. This alternate, with revisions to the existing south approach, will cost $462,000. If the two-lane viaduct is widened to four lanes at some future time, the widening cost will be $318,000, if the south approach is not raised, or a total project cost of $726,000. If the south approach is raised, the widening cost will be $310,000, or a total project cost of $772,000.

(2) The other alternate is the construction of the four-lane facility now. This is estimated to cost $646,000.

The programmed amount for this project is $555,000. The four-lane facility will exceed this by $90,000. The two-lane project will not be satisfactory, and I am sure that pressure will immediately be brought to complete the development. The Klamath Falls people are expecting a new facility. A two-lane facility, using the old bridge, is only half a new facility and will not remove the hazardous condition created by the steep, narrow approaches of the old bridge. The two separate structures will also further restrict the railroad yard development and may not meet with their approval. The railroad is now making plans to extend their yards and a definite decision should be reached as soon as possible so that their work and ours can be coordinated.

I am attaching prints showing both the two-lane and four-lane developments.

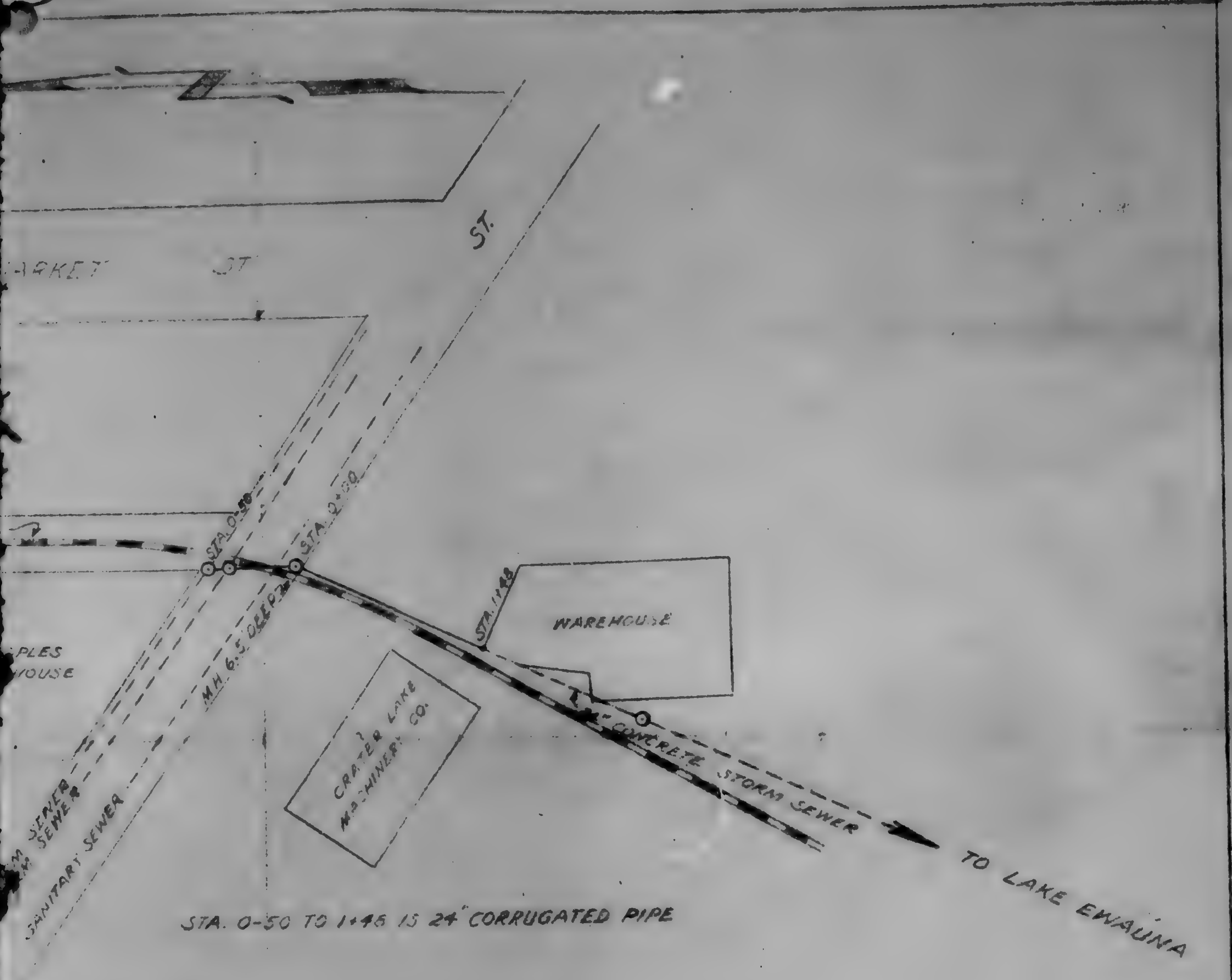
Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

GSP:skt

Attachments

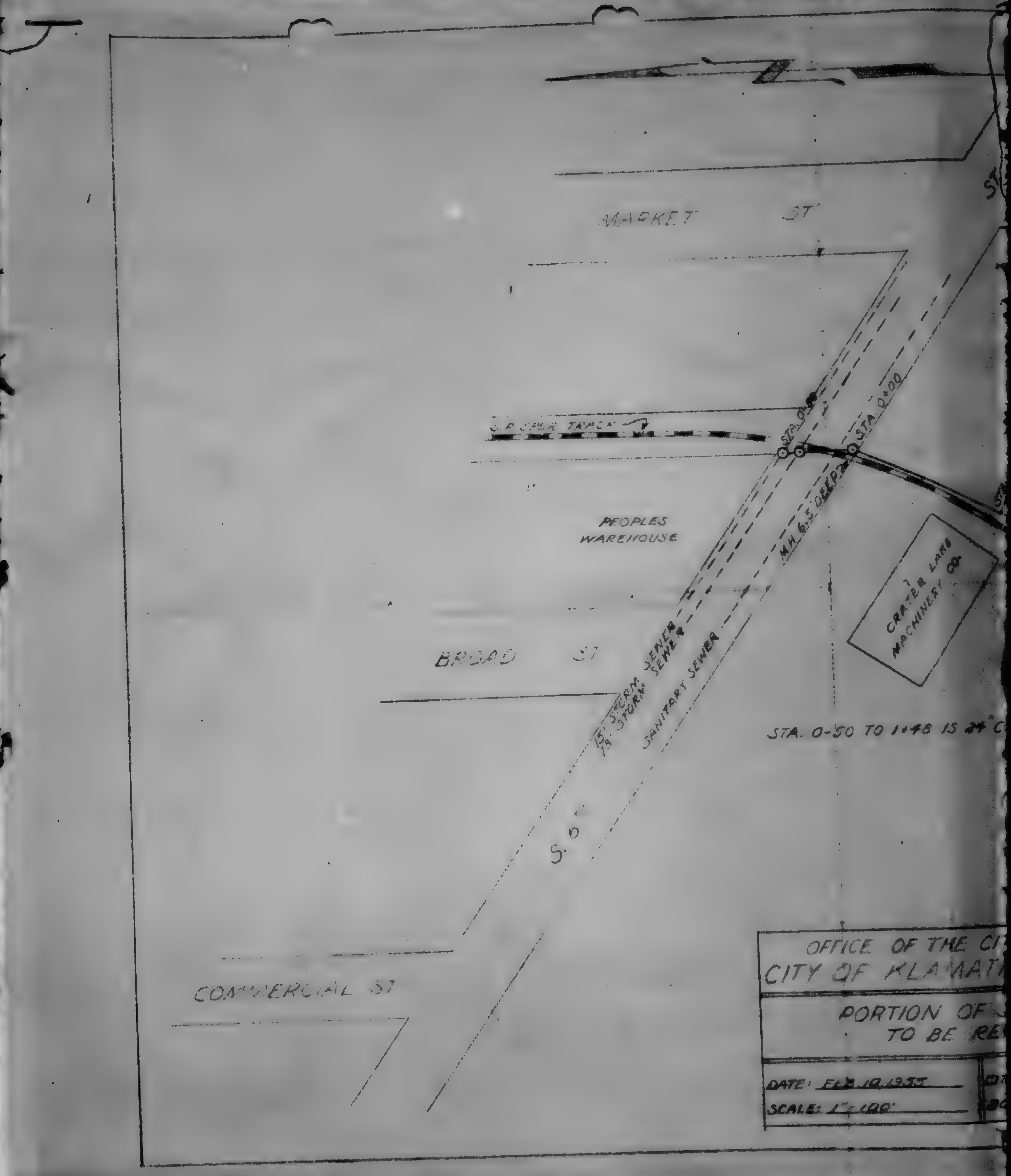
RECEIVED
NOV 23 1954
OFFICE OF
STATE HIGHWAY ENGINEER


ARKET ST.
ST.
STA. 0-50
STA. 2+00
MH 6.5 DEEP
STA. 1+45
WAREHOUSE
CRATER LAKE MACHINERY CO.
PLES
HOUSE
M SEWER
M SEWER
SANITARY SEWER
24" CONCRETE STORM SEWER
TO LAKE EWAUNA
STA. 0-50 TO 1+45 IS 24" CORRUGATED PIPE

OFFICE OF THE CITY ENGINEER
CITY OF KLAMATH FALLS, ORE.

PORTION OF STORM SEWER
TO BE REPLACED

DATE: FEB. 10, 1955	CITY ENGR:
SCALE: 1" = 100'	BOOK NO. 21


MARKET ST
S.P. SPUR TRACK
STA. 0-50
STA. 0+00
M.H. 6.5' DEEP
PEOPLES WAREHOUSE
CRATER LAKE MACHINERY CO.
BROAD ST
15" STORM SEWER
19" STORM SEWER
SANITARY SEWER
STA. 0-50 TO 1+48 IS 24" C
S.P.
COMMERCIAL ST

OFFICE OF THE CI
CITY OF KLAMATI

PORTION OF
TO BE RE

DATE: FEB 10 1955
SCALE: 1"=100'

Portland, Oregon
December 7, 1954

The Oregon State Highway Commission met in regular session at 9:00 a.m. in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, Deputy State Highway Engineer
W. W. Stiffler, Assistant State Highway Engineer
C. W. Enfield, Chief Counsel
R. L. May, Jr., Assistant Counsel
R. L. Porter, Right of Way Engineer
C. H. Armstrong, State Parks Superintendent
C. H. Maison, Auditor
H. B. Glaisyer, Secretary

-*-*-*-*-*-*-*-*-*-*-*-*

Volume 39

Attention was given by the Commission to a report from the Engineer with respect to the South Sixth Street viaduct in Klamath Falls. The Engineer recalled that the original plan provided for a two-lane viaduct adjacent to the present structure, using it for southbound traffic and the present viaduct for northbound traffic. Present thinking, he said, is that the existing bridge is so narrow and the approaches so steep (7% grades) that the structure would be hazardous even for one-way traffic, especially when frost and ice conditions prevail in the winter season. He estimated the cost to construct the new structure for two lanes with some temporary revisions on the old structure, and later to widen it to a four-lane standard, at $780,000. In contrast to this, he pointed out that a new four-lane structure can be built and the old bridge torn down for $645,000. He recommended construction of a four-lane structure now, bids to be received as soon as plans can be prepared. The Commission approved the recommendation.

-*-*-*-*-*-*-*-*-*-*-*-*

RECEIVED
SEP 29 1954
FOR FILING

US-31(5)
4015

September 28, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We submit herewith a map showing the Federal-aid Urban Highway System which we desire to have approved for the Klamath Falls Urban Area.

As the proposed system calls for some change in the boundary lines of the area, we are submitting for approval, also, a revised urban area map for the Klamath Falls Area.

As evidence of cooperation between the State and the municipal authorities in the designation of the system, we are enclosing three copies of a resolution passed by the Common Council of the City of Klamath Falls on September 13, 1954, one of which copies is fully executed.

Route descriptions prepared in accordance with the instructions accompanying General Administrative Memorandum No. 331 are being submitted also.

It is to be noted that the route numbers and route descriptions used in this submission contemplate approval of certain changes in the Federal-aid rural primary system which are being requested in a separate letter dated September 17, 1954, which is being transmitted to you today. A request for a change in Federal-aid rural secondary route 419 which will extend that route to a connection with proposed urban primary route 150-419, will be made if and when the urban system is approved.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

Encl.

SHP:dw

RECEIVED
SEP 22 1954
FOR FILING

September 20, 1954

Oregon State Highway Commission

Gentlemen:

As a preliminary to contracting the Sixth Street viaduct in Klamath Falls, which is an urban project, we must have approval of a federal-aid urban system for Klamath Falls by the Bureau of Public Roads.

We have prepared a map covering the urban system, and this has been approved by a resolution adopted by the Klamath Falls City Council. It now needs your approval for submission to the Bureau of Public Roads. The Secretary will have it at the meeting.

Simultaneously, certain changes in the federal-aid primary system are required in the Klamath Falls area to bring about proper co-ordination between the primary system and the urban system. A letter to the Bureau of Public Roads, with map attached, has been prepared for your execution, which letter will be presented to you at the next meeting for action simultaneous with adoption of the urban highway system.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probert

WCW:me fp

RECEIVED
SEP 20 1954
FOR FILING

September 17, 1954
Salem, Oregon

Mr. W. C. Williams
Deputy State Highway Engineer

Dear Sir:

The attached letter addressed to Mr. Polk and arranged for signature by the Highway Commission is written to effect changes in the primary federal-aid system needed to bring about proper co-ordination between the Primary System and the Urban System proposed to be adopted for the City of Klamath Falls.

The principal feature of the change is to carry FA Route No. 4 (US-97) through Klamath Falls on the new route recently adopted and to extend that route (FA No. 4) on south to the California state line. At present FA Route No. 4 terminates in Klamath Falls and US-97 proceeds on the state line over FA Routes 15 and 33, which obviously is not good.

The four copies of the letter should be signed by the Commission at the meeting on September 23 and 24 so that they may go forward to the Bureau at the same time submission is made of the proposed Urban System for Klamath Falls.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:dw

RECEIVED
SEP 20 1954
FOR FILING

September 17, 1954
Salem, Oregon

Mr. W. C. Williams
Deputy State Highway Engineer

Dear Sir:

Attached hereto is a signed copy of a resolution passed by the Common Council of the City of Klamath Falls approving a Federal-aid Urban Highway System for the Klamath Falls Urban Area.

The system is as was approved by you a few weeks ago.

The next step in obtaining official adoption of the system is to obtain approval by the Highway Commission and authority from it to submit the system to the Bureau of Public Roads for final action.

Adoption of the system is a necessary preliminary to the contracting of the grade separation project on Sixth Street in Klamath Falls, one of the projects included in the 1956 Urban Federal Aid Program approved by the Commission on August 14th.

It is suggested that action of the Commission on this matter be obtained at the meeting to be held on September 23 and 24.

Very truly yours,

S. H. Probert
Office Engineer

SHP:dw

FORM 2-123 [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
[illegible] 1954
FOR FILING

AGENDA
SEP 23 1954
4+

September 17, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

To bring about proper co-ordination between the Primary Federal-aid System and the proposed Urban System in the City of Klamath Falls, and to effect certain desired rearrangement of the Primary System south of that city, the State Highway Commission requests changes in the Primary System as follows:

1. Eliminate FA Route 33.

2. Extend FA Route 4 south from Klamath Falls to the Oregon-California state line over the route formerly designated FA Route 33.

3. Fix as the eastern terminus of FA Route 15, its point of junction with new FA Route 4 south of Klamath Falls.

The following are suggested as suitable revised description for Routes 4 and 15:

4. From the Oregon-California state line south of Klamath Falls, via Klamath Falls, Crescent, Bend, Redmond and Maupin to a point on Federal-aid rural primary Route 30 east of The Dalles.

15. From a point on Federal-aid rural primary Route 4 at a point south of Klamath Falls to a point on Federal-aid rural primary Route 3 southeast of Ashland.

A map showing the present routings and indicating the proposed changes is submitted herewith.

[illegible] 9/27/54 #4

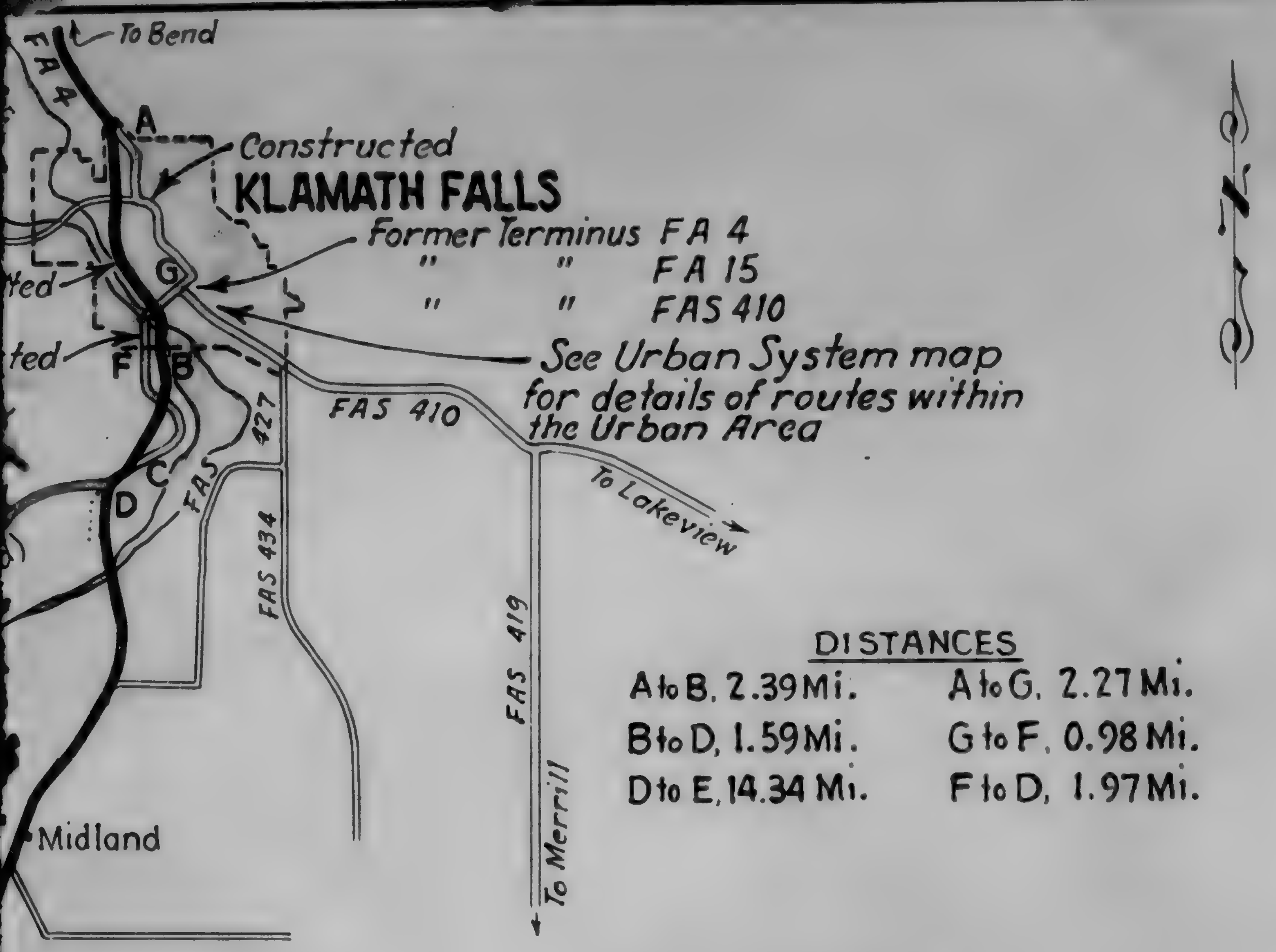
Request for change in the descriptions for Federal-aid Secondary Highways 410 and 420 to make them conform with the proposed change in FA Route 4 will be submitted if and when the proposed change in Route 4 is approved.

Oregon State Highway Commission

By Ben R Chandler
As Chairman

By Chas H Reynolds
As Commissioner

By____________________
As Commissioner


To Bend
FA 4
A
Constructed
KLAMATH FALLS
Former Terminus FA 4
" " FA 15
" " FAS 410
ted
G
ted
F
B
See Urban System map for details of routes within the Urban Area
FAS 410
427
C
D
FAS
FAS 434
To Lakeview
FAS 419
To Merrill
Midland
N

DISTANCES

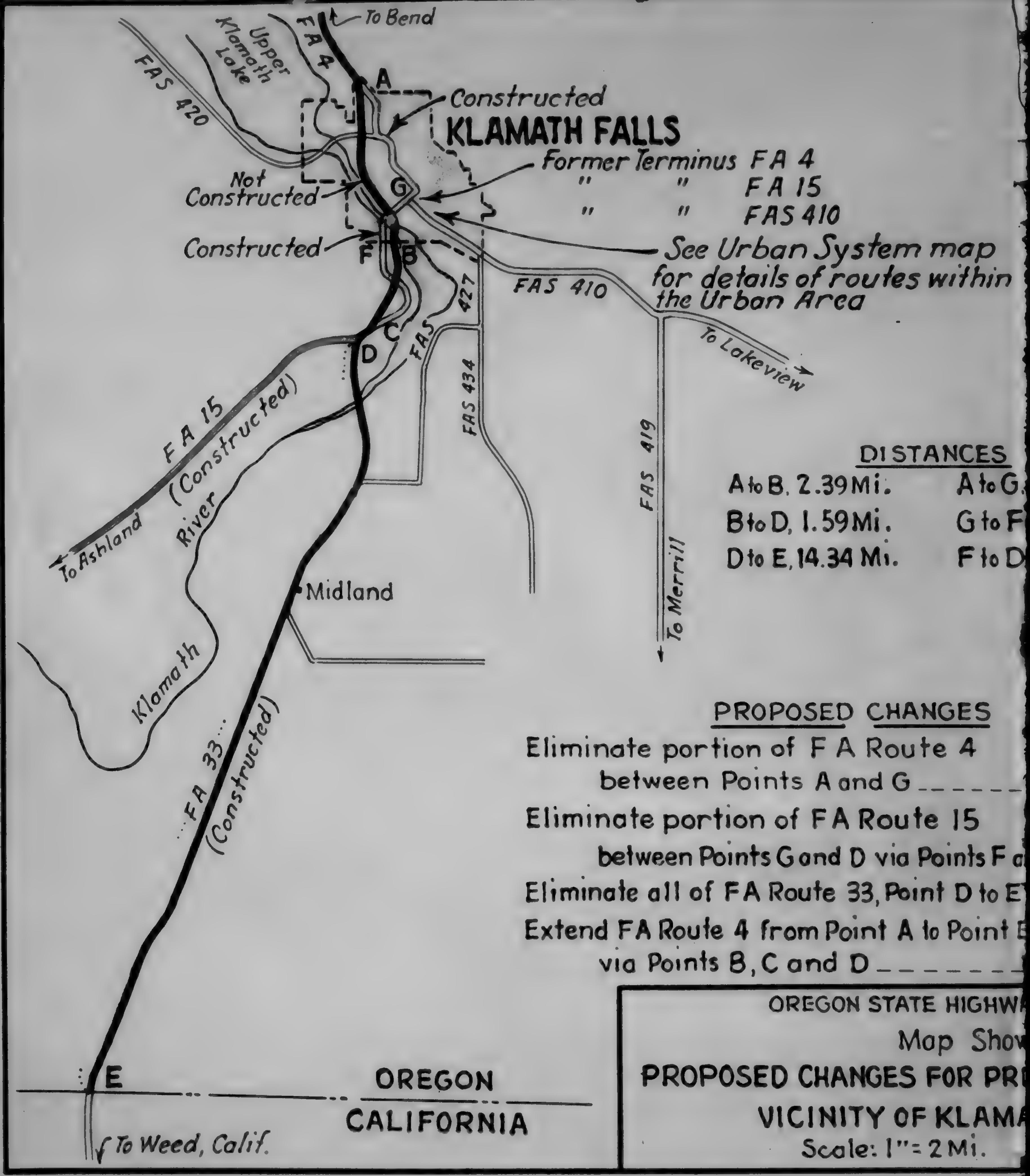
A to B,	2.39 Mi.	A to G,	2.27 Mi.
B to D,	1.59 Mi.	G to F,	0.98 Mi.
D to E,	14.34 Mi.	F to D,	1.97 Mi.

PROPOSED CHANGES

Eliminate portion of F A Route 4
between Points A and G __________ 2.27 Miles
Eliminate portion of F A Route 15
between Points G and D via Points F and C __ 2.95 "
Eliminate all of FA Route 33, Point D to E ____ 14.34 "
Extend FA Route 4 from Point A to Point E
via Points B, C and D ___________ 18.32 "

OREGON
CALIFORNIA

OREGON STATE HIGHWAY DEPARTMENT
Map Showing
PROPOSED CHANGES FOR PRIMARY FEDERAL AID SYSTEM
VICINITY OF KLAMATH FALLS, OREGON
Scale: 1" = 2 Mi. Aug., 1954


To Bend
FA 4
Upper Klamath Lake
FAS 420
A
Constructed
KLAMATH FALLS
Former Terminus FA 4
" " FA 15
" " FAS 410
Not Constructed
G
Constructed
F
B
See Urban System map for details of routes within the Urban Area
FAS 410
427
FAS
C
D
To Lakeview
FAS 434
FAS 419
FA 15 (Constructed)
River
To Ashland
Midland
To Merrill
Klamath
FA 33 (Constructed)
E
OREGON
CALIFORNIA
To Weed, Calif.

DISTANCES

A to B, 2.39 Mi.	A to G
B to D, 1.59 Mi.	G to F
D to E, 14.34 Mi.	F to D

PROPOSED CHANGES

Eliminate portion of F A Route 4
between Points A and G _ _ _ _ _

Eliminate portion of F A Route 15
between Points G and D via Points F a

Eliminate all of F A Route 33, Point D to E

Extend F A Route 4 from Point A to Point E
via Points B, C and D _ _ _ _ _ _ _

OREGON STATE HIGHWA

Map Show

PROPOSED CHANGES FOR PR

VICINITY OF KLAMA

Scale: 1" = 2 Mi.

RESOLUTION

WHEREAS, the Federal-aid Road Act of 1916 and Amendatory Acts of 1950, 1952, and 1954 (U. S. Bureau of Public Roads), provides for "the establishment of urban areas around and including municipalities of 5000 or more population;" and

WHEREAS, the said Federal-aid Road Act as amended further provides for the designation of a Federal-aid urban system in each urban area "--by the State Highway Department, in cooperation with municipal authorities;" and

WHEREAS, the Oregon State Highway Commission has so designated such a Federal-aid urban system within the Klamath Falls urban area; and

WHEREAS, the Oregon State Highway Commission has submitted to the Common Council of the City of Klamath Falls, Klamath County, Oregon, a map attached hereto, marked "Exhibit A," and by this reference made a part hereof, of the Klamath Falls urban area upon which is shown colored in red the Federal-aid urban system as proposed by the State Highway Commission; and

WHEREAS, the City of Klamath Falls is desirous of approving said Federal-aid urban system in compliance with said Federal-aid Road Act as amended,

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by the Common Council of the City of Klamath Falls, Klamath County, Oregon, as follows:

1. The Federal-aid urban system in the Klamath Falls urban area, as shown colored in red on the attached map, marked "Exhibit A," is hereby approved.
2. The Oregon State Highway Commission is requested to submit the Federal-aid urban system in the Klamath Falls urban area, as shown on "Exhibit A," to the Bureau of Public Roads for approval.

Passed by the Common Council of the City of Klamath Falls, Klamath County, Oregon, this 13d day of Sept., 1954.

- - - - - - - - - - - - - - - - -

Attest:

Frank A. [illegible]
City Recorder

Paul O. Landry
Mayor

Passed by the Common Council this 13th day of September, 1954.

Presented to the Mayor and by him approved and signed this 14th day of September, 1954.

Paul O. Landry
Mayor

ATTEST: Frank A. Blackmer
Police Judge

STATE OF OREGON,
COUNTY OF KLAMATH, SS.
CITY OF KLAMATH FALLS,

I, Frank A. Blackmer, Police Judge of the City of Klamath Falls, Oregon, do hereby certify that the above and foregoing is a true copy of a resolution adopted by the Common Council of the City of Klamath Falls, Oregon, at its regular meeting held on Monday the 13th day of September, 1954, and thereafter approved by the Mayor and Attested by the Police Judge.

Frank A. Blackmer
Police Judge

[illegible] Bridges over the Little 1956
Tennessee River on the Little
[illegible]16 Tennessee River.

RECEIVED
OCT 13 1958
FOR FILING

Origir ferred to Lindas by WCW with notat: Recommend you negotiate a settle if same can be reached on a reasonable basis. In no event should settlement exceed $3,500.00."

S-214(3)

4616

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 10, 1958

SUBJECT: Roy C. Dunn borrow pit
L-2498 R-24191
Meda Bridge Section
Little Nestucca Highway

To: W. C. Williams
State Highway Engineer

OFFICE

L

I enclose herewith a letter I received this date from Mr. and Mrs. Roy Dunn and also a report of Frank Towle concerning the same matter. There is also attached photographs and a copy of a letter from Mr. McKinney pertaining to the matter.

This matter was originally gone into by Mr. Cooper and, as a result of the same, we felt that we should not take any action on it, feeling that perhaps there was no responsibility on our part.

In view of Mr. Towle's last report to me and this letter, perhaps it would be worthwhile reconsidering their claim.

I have written to them and told them that I have turned the matter over to the Engineering Department and that I would get an answer to them next week. After your consideration of this, I would appreciate your decision and I will then write to them concerning the same.

L. I. LINDAS
Chief Counsel

LIL:br
Attachments

RECEIVED
OCT 10 1958
LEGAL DEPT.

Cloverdale, Ore.
Oct. 9, 1958

Oregon State Highway Dept.
Salem, Oregon   File No.- 24191-L-2498

Dear Sirs:

Since it has been several months since Mr. Towle has been to look over the situation here, it seems to us you should have had ample time to let us know if anything is being done about removing the slide on our place. It has been quite foggy and dark at the time we have to have our cattle on the road and makes it dangerous, not only for us and our stock but also the cars and trucks traveling the road.

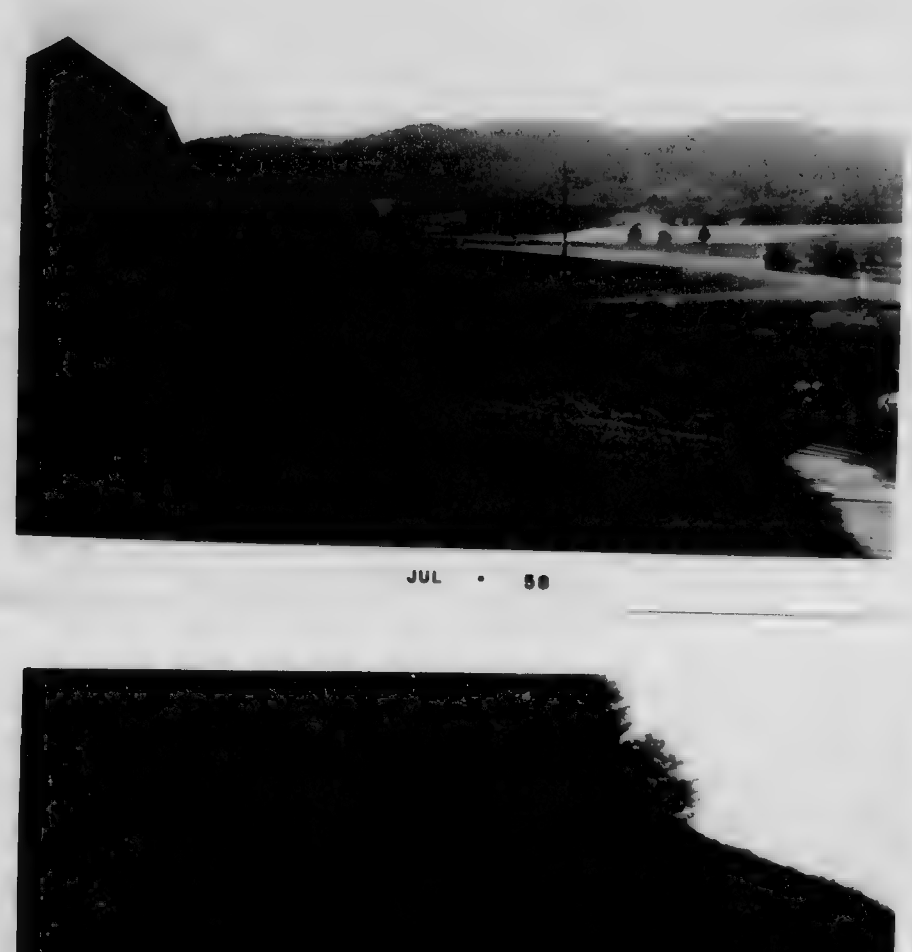
The price quoted to Mr. Towle for settlement was the minimum price based on the assumption that there would be immediate action taken to remove the slide, however it does not represent the actual amount of damage and inconvenience caused by the slide.

We feel we have been very patient in this matter which has been dragging on for nearly two years, and we hope you will take some immediate action on this matter. If something is not done to get the slide removed before winter weather sets in the offer made to Mr. Towle it will have to be withdrawn.

Hoping to hear from you soon

Respectfully,

Mr. & Mrs Roy C. Dunn



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FORM 8-80 20M 9-51 92310

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 21, 1958

SUBJECT: Claim of Mr. and Mrs. Roy Dunn
Cloverdale, Oregon

To: Mr. Leonard I. Lindas
Chief Counsel
Office

In about the early part of March of this year, in compliance with instructions of Our Mr. George Rohde, I made a preliminary investigation relative to the claim of the Dunns. This assignment by Mr. Ronde was given to me shortly after the Dunns, both Mr. and Mrs., had called here at the office and discussed their problem with our Mr. McKinney and Mr. Rohde.

At the time of my first visit to their farm, without in any way admitting that the Department had any liability whatsoever, I attempted to ascertain from the Dunns what sum of money they felt they had been damaged to the extent of. He indicated something in the neighborhood of $13,000 to $14,000, which he at the time acknowledged was pure guess work based on an estimate given him by a local earth-moving contractor to do the necessary levelling and drainage work and to guarantee the work against possible failure.

On July 10th I again visited the Dunns in the early hours of the morning. I went over everything with both Mr. and Mrs. Dunn and took some photos, which I enclose herewith. I spent about three hours there and at the close of my visit I again inquired as to how badly they felt they might be damaged. They gave me an approximate figure of about $3,500.00. It is my opinion that the Dunns have unquestionably been damaged by the work done for the Department. Whether it is the Department's fault or the sub-contractor, Coos Bay Dredging Co., I can not say.

The Dunns told me that Division Engineer Walker was out there once and told them he would have a heavy cat level off the hill side on the ledge and dig a ditch to carry the water from the hillside off of the Dunn property to the north. Later Mr. Gerald Weimer, Asst. Div. Engr. came to them and flatly offered them $1,350.00. They have also been called on by the Department's Mr. Ray Asbury, Mr. John Bond, and one or two others. The basement of their house was rebuilt by the Department immediately following the initial flooding from the hillside. Coos Bay Dredge Co. Superintendent, Mr. Buckingham, one time offered them $1,350.00 but a few days later withdrew their offer on instructions from the owner of the company, Mr. McCloud

The dirt originally sold to the bridge contractor, Lilliboe, was to be taken from a high point behind the barn. The Dunns received $350.00 for the dirt and the cost was computed at approx. 1½¢ per cyd. They ran into rock and moved over and took dirt from behind the house instead and started a slide and caused water to inundate their farm. They discussed the matter once with Mr. Clay Cornett and were told by Mr. Cornett, "To Hell with it. Go hire yourselves a lawyer." They state the only reason they are straining their patience to try and deal with us is because they dislike to give an attorney half of it and also dislike the unpleasantness of a suit.

FRANK I. TOWLE
Engineering Investigator
Frank I. Towle

Encl. 6 Photos.

FORM E30—50M—2-57—1478

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 31, 1958

SUBJECT: Roy C. Dunn borrow pit
L-2498 R-24191
Meda Bridge Section
Little Nestuca Highway

To: Forrest Cooper
Deputy State Highway Engineer

OFFICE

L

Attached you will find comments from Mr. McKinney relative to the above matter which apparently brings forth some new facts pertaining to the Dunn slide.

I forward this communication to you for your information.

Some matters are seemingly endless, are they not?

LI Lindas

L. I. LINDAS
Chief Counsel

LIL:br
Attachment

FORM E80—50M—6-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem
March 26, 1958

SUBJECT: Roy C. Dunn borrow pit
Our file R-24191, L-2498
Meda Bridge Section
Little Nestucca Highway

To: Mr. Leonard I. Lindas
Chief Counsel

Office

L

On March 3, 1958 you wrote a letter to Mr. and Mrs. Roy Dunn informing them, in essence, that you had investigated their claim, which had to do with the removal of a slide, and were denying any liability for the same with respect to the State Highway Commission.

While Mr. and Mrs. Dunn have not replied to your letter, they did, personally, meet with Mr. George Rohde and myself on February 23, 1956 and further discussed this matter. Mr. Rohde and I promised Mr and Mrs. Dunn that we would again go over this file with you and notify them by mail of any change in your decision. The facts related to us by Mr. Dunn are briefly as follows:

1. On February 23, 1956, Mr. and Mrs. Dunn signed a "permit to take borrow material" wherein they agreed, in consideration of the sum of $300.00 to permit the State Highway Department, or its contractors, to enter their property and remove approximately 19,000 cubic yards of material for highway embankment construction. The permit further describes an area, rather loosely, but indicates that it was to be bounded on the south by a county road, east of the owners' barn. There was no boundary with respect to how far east or north or west. The permit also states: "It is further understood and agreed that the above mentioned materials shall be removed in such a manner as to provide a more usable area adjacent to the owners' barn."

Following the execution of this agreement, Mr. Cornett, the Resident Engineer, went out to the property and consulted the Dunns with respect to the area from which they wished the material removed. He subsequently had an assistant named "Mack" stake the area and the Dunns agreed and acquiesced to the area which was staked. In the area that was staked, being roughly the southeast corner thereof, was a rather high hill and promontory which Mr. Dunn was desirous of having removed and its removal being part of the consideration.

2. The contractor on this job, so I understand, was Tom Lilibow, who in turn had a subcontractor named The Coos Bay Construction Company. The foreman for the Coos Bay Construction Company was a man called "Buck" and the Dunns thought his full name was Buckingham, but are not sure. As the subcontractor commenced to remove the material, he discovered that the point or promontory had some rather large boulders in it and he did not wish to excavate the same. At that time he contacted Mr. Dunn and told him that he did not wish to remove this point, but that he would pay to Mr.Dunn the sum of $1300.00 if Mr. Dunn would permit him to not remove the point and obtain material further north and outside the scope of the original staking by Mr. Cornett's assistant. Mr. Dunn agreed to this, inasmuch as he believed that the $1300.00 would be sufficient for him to remove the point himself. Although "Buck" had promised Mr. Dunn a check "in the mail the next day," the check, in fact, never arrived and when Mr. Dunn contacted "Buck" on this, he was informed by this individual that "we saw our lawyer and he said we did not have to make you any payment."

3. The contractor proceeded to remove material, both from the area staked and unstaked, except for the above mentioned point, and Mr. and Mrs. Dunn made no further objections. During the course of this removal, the contractor struck an underground spring in the hillside, which, to the memory of Mr. Dunn, had never actually flowed out onto the ground, but was strictly a subsurface spring. When this spring was uncovered, it began to flow and the contractor immediately dug a sump in the hillside to contain the flow of the water, so that it would go into the sump and eventually work its way into the ground. Mr. Dunn insists that our Resident Engineer, or at least one of our supervisory engineers, was acquainted with this sump and knew it was there, and further, about the time the job was completed, ordered the sump filled up with dirt. It is to be remembered that this construction work was done during the summer months when there was very little flow in this underground spring.

4. Finally, the material was all removed, and the area cleaned up, and Mr. Dunn stated, that, at that time, he and his wife were satisfied with the job as it did give them a more usable area behind their barn as well as behind their house. Shortly thereafter, however, when the rains began to fall and the underground spring began to become more active, the entire hillside area in the vicinity of the spring slid and came down to the house, and in fact, knocked in their basement. In May of 1957, a work order was put through in the amount of $650.00 to repair the damage to the basement and, it is my understanding that we did this work. According to Mr. Dunn, agents of the State Highway Department, on the property at that time, informed him that we would come back later and remove the slide material between the hill and the house so that they could go around their house as they had done, at least to some extent, prior to our removing of the material. Their complaint, of course, is

that no one has ever returned to remove this slide area, nor properly ditch the same to remove the water from the subsurface spring, which, apparently, is causing the slide to continue. Mr. Dunn, at this time, also pointed out that the present slide is not too far distant from his easterly property line and asked Mr. Rohde what we would do in the event that the slide continued back to the point where some of his neighbor's property slid. Mr. Rohde effectively evaded the question by asking Mr. Dunn a question concerning his opinion of what liability would rest upon a contractor who gratuitously removed dirt to improve property and subsequently ran into a situation such as we have here.

Mr. and Mrs. Dunn both stated that all they want is to have the slide removed and stabilized back to the original cut line and some ditching to take care of the water from the spring. Mr. Dunn said that he could provide for the dumping, either on his or his neighbor's property, of any dirt we wish to remove from the slide area. Mr. Dunn had consulted with some engineers with respect to the cost of removing the the slide and stated that the engineer informed him that there were approximately 20,000 yards to be removed and guaranteed to do the same plus stabilizing the slide at a cost of $14,000. Mr. Dunn stated, however, that he felt that this figure was rediculous and was probably well padded by the engineer because of the guarantee.

Mr. Rohde carefully explained to the Dunns the matter of damage to property as versus the cost of removing a slide, and suggested to Mr. and Mrs. Dunn that they might consider a figure on which they would be willing to settle rather than basing it solely on the cost of removing the slide or upon requesting the Highway Department to come back and remove the same.

Mr. and Mrs. Dunn appeared to be very nice people. They were both patient and appeared to try to consider our point of view. They also mentioned that Mr. Weimer had suggested to them a settlement in the sum of $1300, but they were of the opinion that that was too low for the purpose of cleaning up their property.

Frank C. McKinney
FRANK C. McKINNEY
Chief, Office Section

FCMcK:ma

cc G. E. Rohde

RECEIVED
MAR 5 - 1958
FOR FILING

COMMISSIONERS
CHA[illegible] REYNOLDS, CHAIRMAN
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
[illegible], SECRETARY
SALEM

4616

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 3, 1958

Mr. & Mrs. Roy C. Dunn
Route 1, Box 92
Cluverdale, Oregon

Re: Dunn Borrow Pit
R-24191 L-2498
Meda Bridge Section
Little Nestucca Highway

Dear Mr. Dunn:

The matter of your claim presented to the Right of Way Division of this Department has been referred to this office for reply, after an investigation by the Engineering Staff of this Department.

I have gone into this matter thoroughly, and, as a result of my investigation of the matter, we feel that your claim must be denied.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:br
cc: Forrest Cooper ✓

RECEIVED
MAR 4 1958
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

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DEC 19 1957
FOR FILING

24191

4416

Salem, Oregon
December 16, 1957

Roy C. Dunn matter
Meda Bridge Section
Little Nestucca Highway

Mr. Leonard Lindas
Chief Counsel
Department

For some time, we have been plagued with a controversy involving a slide on property owned by Roy C. Dunn, et ux, (R/W File 24191), Meda Bridge Section, Little Nestucca Secondary Highway. The file is somewhat voluminous, and I will not review it in this letter; however, the matter has been investigated and reinvestigated by the Construction Department, which deposes and says that, in its opinion, it has fulfilled the obligations under our contract to Mr. Dunn, which was in the nature of a letter dated the 23rd day of February, 1956. The entire obligation with respect to things to be done by the State is contained in the following language:

"It is further understood and agreed that the above mentioned materials shall be removed in such a manner as to provide a more usable area adjacent to the owner's barn."

I suggest that you send a letter to Mr. Dunn, couched in the proper legal phraseology, telling the man that the State has no further obligation in this matter.

Forrest Cooper
Deputy State Highway Engineer

FC:mm

cc Mr. W. C. Williams

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 12, 1957

SUBJECT: Dunn Borrow Pit
R/W File 24191
Meda Bridge Section
Little Nestucca Highway

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

In accordance with verbal instructions received from you Mr. L. H. Young, Assistant Construction Engineer, looked over the Dunn property on the ground. Our letter of October 21st is correct in all respects except that Mrs. Dunn has advised that they are now the sole owners of this property; therefore, it would appear that the Dunns would have the authority to make a settlement. Further matters of interest are as follows:

1. The slide that is causing the concern to the Dunns is in back of their house. This slide appears at the present time to have reached equilibrium. It is thought that removal of the slide in its entirety would only lead to a recurrence.

2. The area of leveled-off ground that was created by the borrow work at the site of the slide, of which area the slide occupies about 2,500 square feet or approximately 10 per cent.

3. To remove the slide back to the original slope line would involve approximately 1,500 cubic yards. Cost of this removal, along with a rock inlay along the toe to discourage further sliding would cost approximately $4,000.

4. The Dunns have had an estimate of cost made by some local earth mover in the vicinity and they estimated the cost of the slide removal and correction at $13,000. This is an exorbitant and ridiculous figure.

5. This slide could be moved back some 10 or 15 feet and the surface of the slide smoothed off to fill the cracks for approximately $1,500. The slide does not at this time appear to be a hazard to their residence and, in my opinion, is not too objectionable as it comes out no further than the original ground did before we made the borrow.

6. The spring area that became active as a result of the borrow is in the area that Mr. Dunn and the contractor, by mutual agreement, took the borrow material out of. It is not felt that the correction of this spring, which would be quite minor, is our obligation at all.

I am still of the opinion, expressed in my letter of October 21st, that if we move the slide or do any more work on the Dunn place it would just lead to a later claim. The Dunns were paid $300 for the borrow material and obtained additional benefit from the additional level land that was a result of the borrowing operation.

It is the recommendation of this office that the Right of Way Department contact the Dunns and make them an offer not to exceed $1,500 in which they would acknowledge that this would comprise payment for damages past, present and future. If they will not make such a settlement it is recommended that they be notified that the amount of damage to them will have to be set by a court under the process of inverse condemnation.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

cc R. L. Porter

RECEIVED
DEC 12 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 530—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 21, 1957

SUBJECT: Dunn Borrow Pit
R/W File 24191
Meda Bridge Section
Little Nestucca Highway

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Mr. Roy C. Dunn, from whom we obtained approximately 18,000 cubic yards of borrow for construction on the subject named section of highway, has contacted the Right of Way Department again with regard to a slide that has developed in back of his barn as a result of our borrow excavation work in back of the barn.

You will perhaps recall that Mr. Dunn has made numerous previous complaints regarding damages to his property prior to this. We have in the pas rebuilt his basement wall, dug a drain ditch, and constructed an approach to the county road as a result of Mr. Dunn's complaints. In April of this year this matter was discussed with you and it was decided that a cash settlement should be made with Mr. Dunn compensating him for damages to date and having him sign a waiver of future responsibility. The Right of Way Department undertook this task but found that the property is tied up in an estate and it was virtually impossible to obtain a waiver signed by all parties having an interest in the property. We, at that time, rebuilt the basement wall but did not remove the slide which Mr. Dunn now wants removed.

The thing came to life again by reason of a letter to the Right of Way Department which Mr. Chidsey answered and advised Mr. Dunn that some member of the Construction Department would contact him. (A copy of this letter is attached.) Assistant Division Engineer Wimer contacted Mr. Dunn and he wants the slide behind the barn removed and stabilized along with some ditching work necessary to drain a springy area.

I do not believe that anything we would do would ever satisfy Mr. Dunn and I believe that we should have it out with him now. In view of the fact that the property is owned by a number of heirs and there is no single party with authority to represent them, it is my recommendation that damages be paid for by the Department in the amount found proper by a court under inverse condemnation proceedings. I believe that Mr. Dunn should be notified to this effect. I suggest that the ~~Right of Way~~ Legal Department take over from here. I am attaching hereto a resume of the work and cost of the same that has been accomplished on the Dunn property.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

Attach.

cc R. L. Porter

RECEIVED
OCT 22 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 18, 1957

SUBJECT: Dunn Borrow Pit, R/W 24191
Meda Bridge Section
Little Nestucca Highway

To: Mr. Tom Edwards
Construction Engineer
Office

Attention: Mr. L. H. Young

The following are items of work we did, costs to us or items benefiting the Roy C. Dunns on the Meda Bridge Section of the Little Nestucca Highway in return for 0.43 acre of right of way and permit to take borrow material:

Cost to State:

Right of Way (includes fencing allowance)	0.43 Acre	$ 500.00
Borrow Pit		300.00
Right of Way Obligations:		
Temporary Cattle Bridge Across River		698.00
Approach Lt. 60+00 (Maintenance installed 12-inch culvert)		65.00*
Approach Lt. 62+82 (Reconstructed)		215.00
Approach Crossing 69+66		246.00
Frontage Road 59 to 61 (part of borrow)		--- --
Remove Island (not done per request of Mr. Dunn)		--- --
Provide Outlet Ditch Rt. 63+10		80.00
Other Direct Costs:		
Conduit for Irrigation Pipe at Station 71+20		234.00
Cleaned Channel (part of clearing)		--- --
Replaced Portion North Basement Wall of Home by State Bridge Crew		771.00
Test Footing Drain, Connect Downspouts, Backfill Drain with Rock and Backfill Wall by Section Crew		69.00
Installed 45' of 12" Culvert under Approach to County Road (Section Crew)		110.00*
Other Items Benefiting the Dunns:		
Water Line Protected During Construction		--- --
Areas Leveled on Their Property to the Extent of Removal of 17,684 Cubic Yards of Excavation		--- --
Highway Raised out of High Water		--- --
Total		$3,288.00

*Estimated

As recently discussed with you, Mr. Dunn is asking we do additional work of removing and stabilizing the slide behind his home plus some ditching. He obtained a bid of $14,000.00 from a local man for this. About 90 per cent of this bid is for stabilization. This bid is high because of Dunn's desire to keep the borrow pit floor clean.

I recommend this be turned over to the Right of Way Department for settlement.

J. D. Walker
Division Engineer

By

G. W. Wimer
Assistant Division Engineer

GWW:AM

CONSTRUCTION DIVISION
RECEIVED
OCT 17 1957
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FORM [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

[illegible]

Mr. Roy Dunn
Route 1 Box [illegible]
Cloverdale, Oregon

File No. [illegible] - L-21.9P
[illegible] Section
[illegible] Secondary Highway
Tillamook County

Dear Mr. Dunn:

Your letter of July 2[illegible], [illegible] addressed to Mr. [illegible]ton has been referred to me for reply.

I have contacted members of the Construction Department and Mr. J. W. Walker, division engineer, and [illegible] informed that some representative of the division office will contact you in the near future.

Very truly yours,

[illegible]
Asst. [illegible] Engineer

[illegible]
[illegible] Edwards
[illegible]

[illegible] DIVISION
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RECEIVED
APR 30 1957
FOR FILING

Files

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 26, 1957

F-14-57

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4616	8-Final	Tom Lillebo Assign: Tom Lillebo Constr Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1 9295	H-179636	$ 6,100.23	4/26/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: **June 30, 1956**

Time Extensions: **Aug. 24, 1956, and Feb. 18, 1957**

Completion Date: **Feb. 18, 1957**

Date Accepted: **Apr. 19, 1957**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Apr. 29, 1957**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: APR 29 1957
Ruth Rawlings

NOTED ON CARD
lm

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APR 23 1957
FOR FILING

S. [illegible]

4616

April 22, 1957

Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission at its meeting held on April 19, 1957 had under discussion your request for an extension of time from Aug. 24, 1956 to February 18, 1957 within which to complete your contract No. 4616, for the Meda Bridge Section of the Little Nestucca Highway in Tillamook County.

We are pleased to inform you that the Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

em

cc: J. D. Walker
Division Engineer

P. M. Stephenson
Bridge Engineer

Robert F. Dow
Gen. Del., Banks, Oregon

RECEIVED
APR 17 1957
FOR FILING
[illegible]
4616

April 17, 1957

CERTIFIED MAIL

Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4616 for work performed on the Meda Bridge Section of Little Nestucca Highway in Tillamook County was completed by the contractor, Tom Lillebo, on Feb. 18, 1957 but has not as yet been accepted by the Commission.

Final payment in the amount of $6,100.23 will be released to the contractor, assigned to Tom Lillebo Construction Company, a Corporation, after acceptance by the Commission. The total contract amount is $70,745.79, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

csm

cc: Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

✓ Tom Edwards Co

RECEIVED
APR 17 1957
FOR FILING

1616

April 15, 1957

Request for Extension of Time
No. 2
April 19 meeting

Oregon State Highway Commission

Gentlemen:

Re: Meda Bridge in Tillamook County
Contract No. 4616

Tom Lillebo, contractor on the Meda Bridge on the Little Nestucca Highway in Tillamook County, has requested a second extension of time from August 24, 1956 to February 18, 1957, the date of completion of the contract.

This structure was completed and traffic routed over it within the specified completion date with exception of a small amount of finishing. While it is true that the contractor took considerable time to complete this finishing, there was little, if any, engineering costs involved and there was no inconvenience to the traveling public.

It is recommended that this extension be granted without penalty. This is a State project and does not require the concurrence of the Bureau of Public Roads.

This contract does not carry the liquidated damage provision.

Very truly yours,

W. C. Williams
State Highway Engineer

PHB/mm
Attached

Tom Edwards

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APR 2 - 1957
FOR FILING

FORM E-30X—37,800—9-56

[illegible]

4616

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
April 1, 1957

SUBJECT: Meda Bridge Section
Little Nestucca Highway
Dunn Borrow Pit
R/W File No. 24191

To: Mr. R. L. Porter
Right of Way Engineer
Office

Mr. Roy C. Dunn, owner of the borrow pit site on the subject named section, has made several and various complaints regarding the drainage of the borrow pit site, a slide which has developed in the pit cutbank, and the fact that the wall of his basement has caved in as a result of either the slide condition or the drainage condition saturating the basement wall backfill and causing it to collapse.

We have taken care of some of Mr. Dunn's complaints in the past, having installed a culvert pipe under his driveway and other minor corrections. I am attaching hereto a copy of a report from Assistant Division Engineer Asburry having to do with his most recent complaint about the slide, basement walls, and drainage.

This matter has been discussed with Mr. Cooper, and it is his thought that a settlement should be made with Mr. Dunn compensating him for damages to date and having him sign a waiver for any future responsibility on our part. The agent that you assign to this task should contact Division Engineer Walker and discuss the whole history of this case with him so as to get the facts clear before approaching Mr. Dunn.

We paid Mr. Dunn $300 for the borrow which was used, but he made a side deal with the contractor to use material out of a different area. This does not have too much bearing on the instant case, but Mr. Dunn uses this as a smoke screen with which to confuse the issue. You will note that the Division estimate for the replacement of the wall and removal of the slide is $2,000.

Please call on us if any additional information is required. We have quite a file on this matter which you might wish to inspect.

RECEIVED
APR 2 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

Encl.

cc Forrest Cooper
J. D. Walker

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

[illegible]

Salem, Oregon
[illegible], 1957

[illegible] Right of Way File No. 24191
Dunn Borrow Pit
Meda Bridge Section
Little Nestucca Highway

Mr. [illegible]
Construction Engineer
O f f i c e

Further complaints and investigation have been made on the borrow pit which was used as a source of embankment material for the Meda Bridge Section of the Little Nestucca Highway, Contract No. 4616. This property is owned by Roy L. and [illegible] I. Dunn. An agreement was made and signed February 21, 1956, granting the Highway Department permission to excavate and remove approximately 10,000 cubic yards of material, for which the Dunns agreed to accept the sum of $300.00 as full consideration for the materials removed.

March [illegible], 1957, Mr. and Mrs. Dunn were in this office and registered a complaint that the slide, which started soon after the borrow was completed, had become greatly enlarged and due to this the northerly basement wall of their home had caved in. They showed pictures confirming the damage to said wall.

An investigation was made of this area March 25, 1957, by J. D. [illegible], Division Engineer, W. C. [illegible], Soils Engineer, G. D. Anderson, Division Bridge Superintendent, and myself. The slide involves material back of the original cutbank. The floor of the borrow pit shows no sign of shifting, cracking or other evidence of movement. The slide extends from a point directly east of the north side of the house to a point approximately 150 feet north of the house and about 120 feet back of the top of the original cutbank. It has sloughed onto the floor of the borrow a distance of 30 to 40 feet.

The basement walls were constructed of tile blocks fastened together with the customary mortar. The main portion of the north wall was removed. There were no signs of distress in the remainder of the basement walls. A portion of the earth from outside the wall broke off. This material appeared to be some of the backfill material used in backfilling the basement wall when originally constructed.

Mr. Tom Edwards

March 27, 1957

Mr. Dunn asked that the basement wall be replaced and slide material removed from the floor of the borrow pit. The cost of this work is estimated at $2,000.00, $650.00 of which is for the reconstruction of the basement wall with Portland cement concrete. The wall could be replaced at once but no work could be done on the slide until summertime when it has dried out sufficiently to allow equipment on it. Mr. Dunn is cognizant of this fact. In addition to the removal of slice material from the floor of the borrow pit, some additional work should be done on the slide, smoothing it down and controlling drainage on it.

Should we do this work, it is recommended that a State Force Order be written on the contract project covering said work. There was some money left in contingencies on this project.

J. D. Walker
Division Engineer

By R. D. Asburry
R. D. Asburry
Assistant Division Engineer

RDA·AM

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OCT 2 1956
FOR FILING

5-214(3)

4616

6
69

September 26, 1956

Mr. C. Ray Johnson
Attorney at Law
Firestone Building
Tillamook, Oregon

Re: R-24191
Roy C. Dunn

Dear Mr. Johnson:

This is in response to your letter of August 16, 1956, concerning the above matter. We have had a rather extensive investigation conducted and I have been forced to the conclusion that the State has fully and faithfully complied with all of its obligations to the property owners.

The removal of borrow material from the location immediately easterly of Mr. Dunn's barn did, in fact, result in providing a more usable area in accordance with the terms of the permit signed by Mr. and Mrs. Dunn. At the time the State's contractor completed his operation, the site was in a neat, clean, and usable condition. The usable space was, of course, limited by the amount of materials removed, and this fact was recognized in the permit signed by Mr. and Mrs. Dunn, since the permission granted was for the purpose of entering and removing approximately 19,000 cubic yards of material. The actual amount of material removed was 17,685.5 cubic yards.

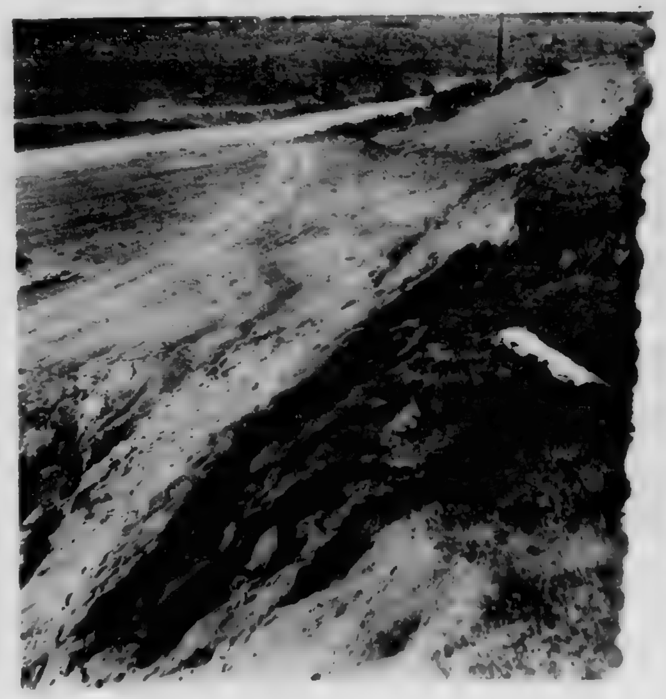
With respect to the 2,000 yards of material lying to the north of Mr. Dunn's barn, I am informed that this material was taken in lieu of that amount of material originally intended to be taken from east of the barn, and was taken at the request of and pursuant to a verbal agreement with Mr. Dunn.

The State Highway Commission is anxious to comply with all of its obligations and to conduct its activities in such a manner as to give no reason for complaints or dissatisfaction. In the instant case, it is our belief that the State has complied with all of its obligations, and sincerely hope that upon further consideration of the matter you will agree with us.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

RLM:aj
cc - Mr. C. W. Enfield
Roy C Dunn Rt 1 Box 92 Cloverdale
Tom Edwards



FORM E30—50M—11-55—50224

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 14, 1956

SUBJECT: Meda Bridge Section
Little Nestucca Highway
Right of way File 24191

To: Mr. Tom Edwards
Construction Engineer
Office

Herewith a small sketch map of Borrow Area "C" on the Roy C. Dunn property on the subject-named section. The contours show the lay of the land before the contractor started excavating. The black pencil lines show the limits of the borrow when completed. Also inclosed is a folder of pictures showing the conditions of the borrow area as of August 31, 1956.

In regard to the complaint of Mr. Dunn that "the material was not removed so as to afford to the Dunns the usable area adjacent to the barn as intended by all of the parties", the right of way agent and the resident engineer informed me that there was no mention made of a definite width at which the borrow should be taken and that the present width of the borrow complied with all the "intents" at the time the permission was granted.

The sketch map and pictures show that the usable area east of the barn has been increased considerably. Some large rocks--too large to be incorporated in the fills--were encountered approximately 35 feet from the barn. For this reason the borrow was stopped at this point.

In regard to the payment for the 2,000 cubic yards removed north of the barn, this material was taken by verbal agreement at the request of the owner and the 2,000 cubic yards were in lieu of that amount of material originally intended to be taken from east of the barn. I do not think any additional payment necessary for this 2,000 cubic yards, as the permit covered the taking of approximately 19,000 cubic yards whereas the actual amount taken was 17, 685.5 cubic yards.

In regard to the alleged failure of cleaning up the job, the pictures show this very clearly. The only location where there is any clean-up work left to be done is a little slide just easterly of the house. This slide appeared after the contractor had ceased operations in this borrow area. If we would have our maintenance men remove this slide material, which amounts to approximately 500 yards, I believe the site would be left in a very neat appearance condition.

To sum up the whole case, if we remove the slide material I can see where the Dunns have no reason for complaint. It looks like they are getting a much improved yard area and also being paid the $300.00. I would therefore recommend that we clean up this slide and consider the case closed.

J. D. Walker
Division Engineer

By R. D. Asburry
R. D. Asburry
Assistant Division Engineer

RDA:AM

C. RAY JOHNSON
ATTORNEY AT LAW
FIRESTONE BUILDING
TILLAMOOK, OREGON
VICTOR 26441

August 16, 1956

Oregon State Highway Department
Salem, Oregon

I represent Mr. and Mrs. Roy C. Dunn of Route 1, Box 92, Cloverdale, in relation to the attached instrument prepared by the State of Oregon and signed by Mr. and Mrs. Dunn. Following the execution of the instrument, the State, by and through its contractor believed to be the Lillebo Construction Company, and the Coos Bay Dredging Company, as subcontractor working for the latter, commenced the removal of soil to the east of the barn located upon the Dunn premises. Although a considerable quantity of material was removed, the material was not removed so as to afford to the Dunns, the usable area adjacent to the barn as intended by all of the parties at the time permission was granted by the Dunns to remove the soil in question.

The Coos Bay Dredging Company hauled the material from east of the barn, but failed and have refused to clean up the job in conformance with the underlying understanding of the State with Mr. Dunn. Further, the Coos Bay Dredging Company took some 2,000 yards of material lying to the north of the Dunn barn and have failed to make payment for this material.

I shall appreciate your checking into this situation immediately and I am informed that your division engineer, Mr. Walker, is familiar with this situation. My client feels, and I concur with him, that he acted in good faith in reliance upon the State completing its work and that it is reasonable to demand completion of the work as contemplated by everyone concerned with the job. I shall appreciate hearing from you promptly and I shall further be grateful if you will direct a copy of your letter to Mr. and Mrs. Dunn, since I expect to be out of town for the next 10 days to two weeks and will be taking up the matter promptly on my return.

C. Ray Johnson

C. RAY JOHNSON
CRJ:rn
enc

RECEIVED
AUG [illegible] 1956
OREGON
STATE HIGHWAY COMMISSION

COMMISSIONERS
BEN R. CHANDLER, Chairman
Coos Bay
CHAS. H. REYNOLDS, Member
La Grande
M. K. McIVER, Member
Portland
H. B. GLAISYER
Secretary

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer
W. C. WILLIAMS
1st Asst. State Hwy. Engr.
W. W. STIFFLER
2nd Asst. State Hwy. Engr.
C. W. ENFIELD
Chief Counsel

Permit To Take Borrow Material

File #24191
Meda Bridge Sec.
Little Nestucca

We, the undersigned, contract purchasers of the property described below, do hereby grant to the Oregon State Highway Department, or companies under contract to said department, permission to enter and remove approximately 19,000 cubic yards of material for highway embankment construction, from the following described area;

> An area lying in the [illegible] of the [illegible], Section 9, Township 5 South, Range 10 West, W.M., said area being immediately East of a large barn; said barn being opposite and 150 feet Easterly of Engineer's Centerline Station 64+50, on the Little Nestucca Highway; said area being bounded on the South by a county road.

It is further understood and agreed that the above mentioned materials shall be removed in such a manner as to provide a more usable area adjacent to the owners' barn.

This contract shall also serve to supersede and cancel that certain contract which was executed by the undersigned under date of December 14th., 1955, upon execution of this contract by the undersigned parties.

As compensation for the removal of said materials mentioned above, we, the undersigned agree to accept the sum of 300 no/100 dollars from the State of Oregon by and through its State Highway Commission, as full consideration for the materials mentioned above.

Dated this 22nd day of February 1956.

Roy C Dunn

Lucette J. Dunn

gth

FORM E-120 50M REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
AUG 30 1956
FOR FILING

4

August 29, 1956

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission at its meeting held on August 16 had under discussion your request for an extension of time from June 30, 1956 to August 24, 1956 within which to complete your contract No. 4616, covering the Meda Bridge Section of the Little Nestucca Highway in Tillamook County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

George Danforth,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

RECEIVED
AUG 21 1956

FOR FILING

FORM E-20X—20M—11-55—90225

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 17, 1956

SUBJECT: Nestucca Bridge
Little Nestucca Secondary
Contract No. 4616

To:
J. D. Walker
Division Engineer
State Highway Department
Office

Reference is made to Density Determination for Soils, dated August 14, 1956, between Stations 63 and 65+25 showing that the top three feet of finished grade has a relative density of from 81 to 91.2 percent of optimum where 95 percent is required.

The moisture content ranges from 38.6 to 48.4, well within the range of moistures at which the 95 percent density should readily be obtained. The optimum moisture is 44.5 percent.

Will you please instruct the resident engineer to have the contractor exert sufficient compactive effort in the finishing process to build up the required subgrade density.

Also, will you please have the resident engineer, when he is satisfied that the specified density has been attained, make such density determination tests that will confirm his opinion.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY-WCH:jc

cc Forrest Cooper
Ray Webber

NOTED
[illegible]

RECEIVED
AUG 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 21 1956

FOR FILING

FORM E-20X—90M—11-55—90225

S-214(3)

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 17, 1956

SUBJECT: Nestucca Bridge
Little Nestucca Secondary
Contract No. 4616

To:

J. D. Walker
Division Engineer
State Highway Department
Office

Reference is made to Density Determination for Soils, dated August 14, 1956, between Stations 63 and 65+25 showing that the top three feet of finished grade has a relative density of from 81 to 91.2 percent of optimum where 95 percent is required.

The moisture content ranges from 38.6 to 48.4, well within the range of moistures at which the 95 percent density should readily be obtained. The optimum moisture is 44.5 percent.

Will you please instruct the resident engineer to have the contractor exert sufficient compactive effort in the finishing process to build up the required subgrade density.

Also, will you please have the resident engineer, when he is satisfied that the specified density has been attained, make such density determination tests that will confirm his opinion.

Tom Edwards
Construction Engineer

By

L. H. Young
Ass't Construction Engineer

LHY-WCH:jc

cc Forrest Cooper
Ray Webber

NOTED
FORREST COOPER

RECEIVED
AUG 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 30 1956
FOR FILING

5-214(3)
4616

July 27, 1956

Request for extension of time
No. 8
August 16 and 17 meeting

Oregon State Highway Commission

Gentlemen:

Re: Meda Bridge in Tillamook County
Contract No. 4616

Tom Lillebo, contractor on the Meda Bridge on the Little Nestucca Secondary Highway, has requested an extension of time from June 30, 1956 to August 24, 1956 in which to complete the project.

Bids were opened on this contract on December 19, 1955, but the award was not made until February 2, 1956. The structure is now complete and open to traffic. Only a small amount of road work remains to be done.

It is recommended that this extension be granted without penalty. This is a State project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

Attached

RECEIVED
JUL 2 1956

~~FOR FILING~~
5-214(3)

4616

June 29, 1956

Mr. J. C. Dunn, Clerk
Cloverdale Grade School
Cloverdale, Oregon

Dear Mr. Dunn:

Your recent letter, concerning extra expense of operating school busses because of the construction of the new bridge over the Little Nestucca River, has been referred to me for reply. We do sincerely regret any inconvenience or additional expense which may have been caused School District No. 22, by reason of the construction of the new bridge; however, we must advise you that it is not possible to reimburse you for any extra expense the School District might have incurred.

It is inevitable that the construction of a public improvement, particularly one concerning highways, will cause some inconvenience and possibly some additional expense to particular persons. Compensation for such inconvenience and expense, however, is received through the advantages of the new facility when the same is completed and available for public use. We do sincerely hope that you will enjoy the new bridge, when the same is completed, and that you are benefited by the many highway improvements being constructed by the State Highway Commission throughout the State of Oregon.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

RLM:aj

NOTED
State Highway Engineer

REFERRED TO

Paxson

BY DEPUTY STATE HIGHWAY ENGINEER

I see no obligation for state to pay this. Please discuss with Legal Dept and prepare answer WCW

e 20, 1956

Mr. J. C. Dunn, Clerk
Cloverdale Grade School
Cloverdale, Oregon

Dear Mr. Dunn:

I am referring to Mr. R. H. Baldock, State Highway Engineer, your undated letter which was received in yesterday's mail, in which you advise that the Board of Directors of School District No. 22, Tillamook County, request reimbursement from the State Highway Department for the extra expense of operating school busses seven extra miles per day, owing to the building of a new bridge over the Little Nestucca River. The amount involved, you state, is 560 miles at 40 cents per mile.

I am sure that Mr. Baldock will write you on the subject.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm

cc: R. H. Baldock
W. C. Williams

RECEIVED
JUN 22 1956
FOR FILING

June 20, 1956

Mr. J. C. Dunn, Clerk
Cloverdale Grade School
Cloverdale, Oregon

Dear Mr. Dunn:

I am referring to Mr. R. H. Baldock, State Highway Engineer, your undated letter which was received in yesterday's mail, in which you advise that the Board of Directors of School District No. 22, Tillamook County, request reimbursement from the State Highway Department for the extra expense of operating school busses seven extra miles per day, owing to the building of a new bridge over the Little Nestucca River. The amount involved, you state, is 560 miles at 40 cents per mile.

I am sure that Mr. Baldock will write you on the subject.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm

cc: R. H. Baldock
W. C. Williams

CIPAL, ADMINISTRATOR:
PHONE 434

BOARD MEETINGS:
SECOND MONDAY EACH MONTH
SCHOOL PHONE 443

CLOVERDALE GRADE SCHOOL
Consolidated District No. 22
CLOVERDALE, OREGON

Ore. State Highway Commission
Salem Ore

Gentlemen:

The board of directors of School District 22 Tillamook County have requested me to inquire of your body for reimbursment for extra expense of operating school bus seven extra miles per day owing to the building of new bridge on Little Nestucca River. This amounts to 560 miles @ 40¢ per mile.

By order of School Board

K Dunn
Clerk

RECEIVED
JUN 18 1956
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
MAY 1[illegible] 1956

FOR FILING

S-214(3)

4616

Form PR-3 (October 1954)
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

CPRS-1999

State Or[illegible]
County Tillamook
Project No. S-214(3)

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 23rd day of April, 1956, by and between The Oregon State Highway Commission constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 22nd day of November, 1955, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program: Being 0.379 miles of grading, draining, 2-lane low type surfacing, and bridge construction (Character of work) between FA Route 2 approximately 3.5 miles southwest of Cloverdale and FA Route 11 at Dolph, (Control points) consisting of 0.329 miles of roadway and one (Number) bridge~~s~~ totaling 0.050 miles in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of forty-nine thousand and 00/100 dollars ($49,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is seventy-nine thousand, nine hundred forty-two and 50/100 dollars ($79,942.50).

PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

By
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer, Bureau of Public Roads

—33205

Oregon State Highway Department

Federal Aid Secondary
Project No. S-214(3)

NEDA BRIDGE SECTION OF THE LITTLE
NESTUCCA HIGHWAY IN TILLAMOOK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code 2010
Roadway (Sta. 50+00 to Sta. 70+00)(Contract No. 1616)

All Required	Clearing and Grubbing	$	$ 1,000.00
170 cu. yds.	Drainage Excavation, Unclassified	2.00	340.00
19,000 cu. yds.	Special Borrow Excavation, Unclassified	0.38	7,220.00
1,200 cu. yds.	General Excavation, Unclassified	0.38	456.00
0.33 mile	Finishing Roadbed and Slopes	1,000.00	330.00
60 lin. ft.	18-inch Concrete Pipe	3.85	231.00
150 lin. ft.	36-inch Concrete Pipe	10.70	1,605.00
2,500 cu. yds.	Selected Roadbed Topping	0.95	2,375.00
2,600 yd. mi.	Hauling Roadbed Topping	0.18	468.00
50 M-gal.	Sprinkling	3.00	150.00
		Subtotal	$ 14,175.00
		10% Engr. & Cont.	1,417.50
		Total	$ 15,592.50

Type Code 1021
Neda Bridge (Sta. 65+69 to Sta. 68+31)(Contract No. 1616)

All Required	Remove Old Bridge	$	$ 4,500.00
10 cu. yds.	Structural Excavation	6.00	60.00
4,900 lin. ft.	Furnish Treated Timber Piling	1.50	7,350.00
98 only	Drive Timber Piles	35.00	3,430.00
465 cu. yds.	Class "A" Concrete	60.00	27,900.00
115,000 lbs.	Metal Reinforcement	0.117	13,455.00
5 M-FBM	Treated Lumber in Place	325.00	1,625.00
45 lin. ft.	3-inch Metal Drain Pipe	4.00	180.00
		Subtotal	$ 58,500.00
		10% Engr. & Cont.	5,850.00
		Total	$ 64,350.00

Length of Roadway	0.329 Mile
Length of Structure	0.050 Mile
Total Length	0.379 Mile
Cost of Roadway Per Mile	$47,393.61

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 15,592.50	$ 9,557.00	$ 6,035.50
Structure	64,350.00	39,443.00	24,907.00
	$ 79,942.50	$ 49,000.00	$ 30,942.50

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
MAR 7 - 1956
FOR FILING

S-214 (3)
4616

March 6, 1956

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4616, which was awarded to you by the State Highway Commission on February 2, for bridge, grading and topping on the Meda Bridge Section of the Little Nestucca Highway in Tillamook County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
FEB 27 1956
FOR FILING

S-214 (3)
4616

February 2, 1956

Mr. Tom Lillebo
Reedsport, Oregon

Dear Sir:

The State Highway Commission on December 19, 1955 accepted your proposal for construction of the Meda Bridge over the Little Nestucca River on the Little Nestucca Highway in Tillamook County for the sum of $74,675 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4616.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Attention: Dorothy McCormack

R. C. Savage, SIAC
Forrest Cooper
S. H. Probert
P. M. Stephenson

RECEIVED
NOV 25 1955
FOR FILING

Const

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 2, 1956
2:12 p.m.

Mr. Tom Lillebo
Reedsport, Oregon

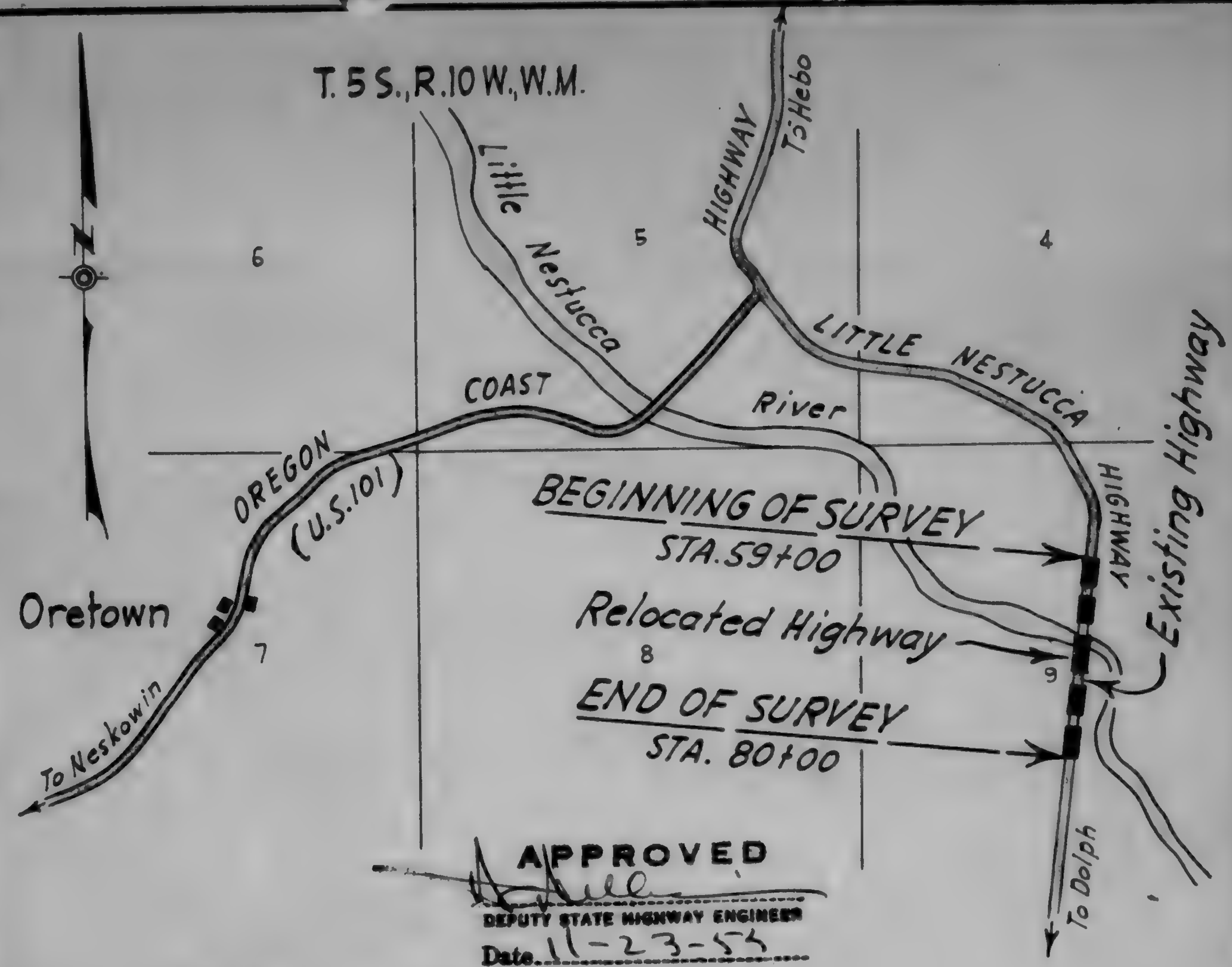
Contract for Moda Bridge, Tillamook County for which you submitted low bid on December 19, 1955 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Files ✓
C. W. Head

WCW:me:gm

1R-5-830


T. 5 S., R. 10 W., W.M.
N
6
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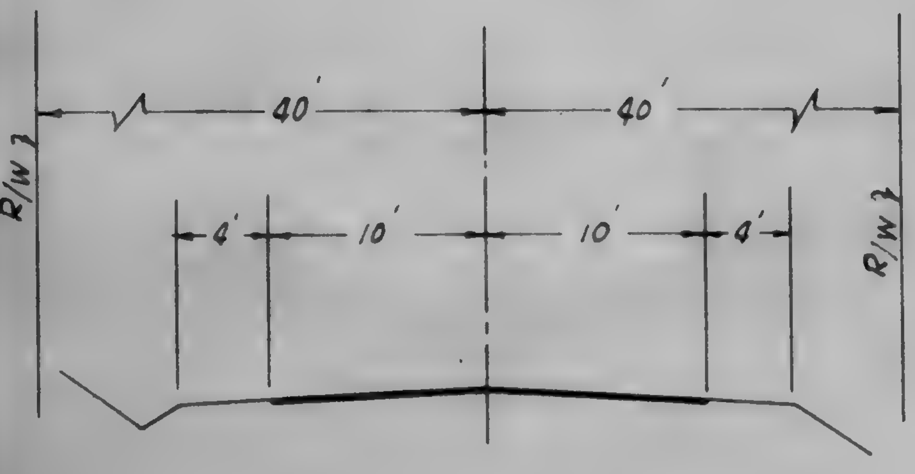
Little Nestucca
HIGHWAY
To Hebo
LITTLE NESTUCCA
HIGHWAY
COAST
OREGON
(U.S. 101)
River
Oretown
To Neskowin
BEGINNING OF SURVEY
STA. 59+00
Relocated Highway
END OF SURVEY
STA. 80+00
Existing Highway
To Dolph

APPROVED
DEPUTY STATE HIGHWAY ENGINEER
Date 11-23-55

TYPICAL SECTION


40'
40'
4'
10'
10'
4'
R/W
R/W

OREGON STATE HIGHWAY DEPARTMENT
Survey Approval Map

MEDA BRIDGE SECTION

LITTLE NESTUCCA HIGHWAY
TILLAMOOK COUNTY
Scale: 1" = 2000'   Dec., 1955

DRG. NO. 1R-5-830

See 10C-26-4 for details

RECEIVED
NOV 23 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 23, 1955

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

Dear Sir:

Herewith seven copies of a sketch map for use in securing Commission approval of the Meda Bridge Section on the Little Nestucca Secondary Highway.

This is a 1957 FAS Project with an allocation of $100,000 and scheduled for the December letting. Mr. Cooper has checked and approved these sketches.

Very truly yours,

Forrest Cooper
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

RECEIVED
AUG 1 - 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 8, 1955

SUBJECT:

To: Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

Dear Sir:

I have checked into possible solutions to the hydraulic problems involved in the construction of a new Meda Bridge over the Little Nestucca River.

There is no gaging station on the river. The critical floods were estimated from the records of other streams on the north coast of Oregon. These estimated values are:

Mean annual flood	4400 cfs.
10-year flood	6300 cfs.
25-year flood	7400 cfs.

These values do not include any tidal effect. From the consistency of the data from which these values are derived, I think they are within 10 percent.

The following table gives the waterway area through the bridge and over the adjacent overflows:

Water Level	North Overflow	Bridge	South Overflow
12.65 Ft.	900 Sq. Ft.	2300 Sq. Ft.	4400 Sq. Ft.
10.00 Ft.	60 Sq. Ft. Cuts off at 9.5'	1800 Sq. Ft.	1500 Sq. Ft. Cuts off at 7.8'
5.00 Ft.	0		0

The water level of 12.65 is the highest known stage. The area under the bridge is gross area without deduction for piers and temporary shoring.

NOTED
G. S. PAXSON

There is an equation of about 4 feet between level datum (mean sea level, M S L) and tidal datum (mean lower low water, M L L W) at Nestucca Bay. Thus a 10-foot tide would reach an elevation of 6 feet. If we allow 2 feet for wind and fresh water effect, the water level in Nestucca Bay would be at 8 feet. It would seem that an elevation of 12.65-feet at Meda Bridge would indicate a drop of at least 4 feet to the Bay.

The total channel and overbank storage above Meda Bridge to the 12.65 level amounts to about 30 minutes flow at 10-year flood discharge. If the flood flow above tide water remained practically constant over a tidal cycle, the discharge at the bridge could not vary more than about 10 percent plus and minus during that time.

From the foregoing, it becomes evident that the stream is building up sufficient head to push the flood water out over the tide. This is the only conclusion that I can reach that is consistant with the available information.

If this conclusion is correct, the velocity increases with the lowering of the water level and reaches a maximum at about the point that the roadway overflows cut off. This would be at an elevation of 8 feet to 9 feet. This would indicate that approach fills above the maximum water level would not cause maximum velocities higher than those now experienced under the same set of conditions.

As a safety factor and an element of defense in the case of future legal action, the channel might be widened on the south side. By combination of hydraulic radius and friction factor, 1 square foot of waterway in the channel would replace about 4 square feet in the overflow. An increase of 1100 square feet in the channel would replace the 4400 square feet in the south overflow, both taken at the 12.65-foot level.

There is a 36-inch pipe in a ditch in the south overflow area. It is recommended that this be increased to three 36-inch pipes to hasten the drainage of the overflow area. These pipes should be spaced as widely as possible, preferably 20 feet to 25 feet, to avoid erosion resulting from concentration.

Very truly yours,

Roy C Edgerton
Roy C. Edgerton
Research Engineer

RCE:eh

cc Mr. J. D. Walker

S-1(2) Short Creek Sec. of the Cape 1956
Meares Loop Road.
74617

RECEIVED
MAR 8 1957

W.C. Williams

March 1, 1957

Short Creek Section
Contract No. 4617

FOR FILING
S-1(3)

FINAL COST ANALYSIS

Grading
Hill A. Lind, Contractor
Clay M. Cornett, Resident Engineer

Cape Meares Loop Road
Prefix: 529-1058
Project FAP #S-1(3)

Item 4617	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	All		$1,100.00		$ 739.24	$ 1,100.00
Removal of Old Bridge	All		1,980.00		515.34	1,980.00
Drainage Excavation	1,463.72	Cu. Yd.	1.65	$ 1.60	2,335.09	2,415.14
Finishing Roadbed and Slopes	.27	Mile	550.00	573.37	154.81	148.50
General Excavation	64,405.8	Cu. Yd.	.36	.31	20,048.33	23,186.09
Loose Riprap	1,037.3	Cu. Yd.	3.00	1.99	2,068.40	3,111.90
18" Corr. Metal Pipe, 12 Gage	350	Lin. Ft.	6.00	5.60	1,960.09	2,100.00
Class "A" Concrete	126.67	Cu. Yd.	55.00	51.53	6,527.23	6,966.85
Metal Reinforcement	27,348	Lbs.	.12	.11	3,060.13	3,281.76
PA #I Extra Clearing	All		75.00		73.07	75.00
Force Account					512.68	640.33
					$37,994.41	$45,005.57

NOTED
W. C. WILLIAMS

Gross Revenue	$45,005.57
Total Cost	37,994.41
PROFIT	$ 7,011.16

Net Profit Equals 15.6% of Gross Revenue

RECEIVED
MAR 8 1957
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COSTS

Short Creek Section
Contract No. 4617

Labor:

Labor	$ 9,125.56	
Supervision	2,500.00	
Labor Insurance	813.79	
		$12,439.35

Materials:

18" Corr. Metal Pipe	$ 1,690.70	
18" Corr. Metal Bands	81.77	
Redi-Mix Concrete	2,453.03	
Metal Reinforcements	2,466.55	
		$6,692.05

Equipment Rentals and Misc. Supplies:

Equipment Rental	$11,436.80	
Gas, Oil, and Grease	1,810.57	
Bond	337.54	
P. U. C.	47.50	
P.L. and P.D. Insurance	109.95	
Freight and Cartage	943.08	
Lumber	1,571.92	
Small Tools and Misc. Supplies	355.40	
General Overhead	2,250.25	
		$18,863.01
		$37,994.41

Short Creek Section

Contract #4617

Remarks:

This was a "Federal Aid Secondary Project" calling for the grading of .27 mile of highway roadbed on the Short Creek Section of the Cape Meares Loop County Road in Tillamook County.

The contract was bid January 26th, 1956, awarded February 2nd, 1956. Work started March 15th, 1956 and the project was completed October 10th, 1956. The final estimate received in the Cost Analysis Section December 5th, 1956.

The contractor moved in two D-8 cats and dozers and a crew of three men on January 26th, 1956 and started clearing. The clearing was light and only required approximately 10 days to complete. Only one D-8 cat and dozer was used.

The removing of the old bridge and the burning of same was completed in four days. A good profit was realized on this item.

The contractor used a D-8 cat and U dozer to do the drainage excavation for the 18-inch corrugated metal pipe. After the excavation was completed a D-8 cat and scraper was used to get gravel from the beach and haul it to the site for a foundation for the corrugated metal pipe.

The contractor started the general excavation with two D-8 cats and dozers but due to the wet material in the two large cuts, only one of the cats could be used efficiently, keeping the labor cost down. The riprap rock was hauled in conjunction with the excavation. The riprap rock could be reached only at low tide. The contractor built a stone boat which was towed by a D-8 cat and dozer. There was a haul of approximately one-half mile. A profit was realized on this item.

The contractor built the forms for the box culvert and a crew of 2 men hired from Johnson & Amen placed and tied the reinforcing steel.

The contractor had good bid prices, good equipment and personal supervision, realizing a good profit.

M. N. Juve
Chief Cost Analyst

By . . George Kayser

RECEIVED
JAN 31 1957
FOR FILING

S-1 (3)

4617

January 30, 1957

Mr. Perry D. Whittle
Attorney at Law
American Bank Building
Portland 5, Oregon

Dear Mr. Whittle:

This is in reply to your letter of January 25 concerning the whereabouts of Howard Oren Copeland. A check with our Accounting Division revealed that no one is now employed by that name or has been employed within the last year or so.

The project referred to in your letter may be our Contract No. 4617 for grading the Short Creek Section of the Cape Meares Loop Road in Tillamook County. This contract was awarded to Hill A. Lind, 11845 S. W. Belvidere Place, Beaverton, Oregon. The contract was completed on October 10, 1956. It may be that Mr. Copeland was employed by Mr. Lind on this contract.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ar

CA 8-9408

PERRY D. WHITTLE
ATTORNEY AT LAW
AMERICAN BANK BUILDING
PORTLAND 5, OREGON

1-25-57

4617

State Hiway Department
Salem Oregon.

Dear Sirs:

This office has need to know the whereabouts of Howard Oren Copeland, a laborer whom we understand works with a road building project at or near Netarts Oregon. We are advised that his supervisor is Don Williams.

If it is within your discretion will you give us such help as you may be at liberty to give us about the project over there.

Is it a State job? and if so can you tell us if Copeland is employed by the state.

If it is not a state job can you tell us who the contractor is and if you have the address of the contractor's main office.

The above information will be helpful to us or such as you may give us and it will be much appreciated.

Very truly yours,

Perry D. Whittle

RECEIVED
JAN 28 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

2-1(3)

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 26, 1956

(CONTRACT NO.) 4617	(EST. NO.)	(CONTRACTOR)	
4617	9-Final	Hill A. Lind	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
27706	H-168757	$ 1,350.17	12/26/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1956

Time Extensions: to Oct. 10, 1956

Completion Date: Oct. 10, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-27-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: DEC 27 1956

Ruth Rawlings

RECEIVED
DEC 12 1956

FOR FILING

2-1 (3)

4617

December 12, 1956

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 4617 for work performed on the Short Creek Section of the Cape Meares Loop Road in Tillamook County was completed by the contractor, Hill A. Lind, on October 10, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $1,350.17 will be released to the contractor on or after December 22, 1956. The total contract amount is $45,005.57, of which amount $640.33 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schrem
520 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
NOV 29 1956
FOR FILING

[illegible]

4617

November 28, 1956

Mr. Hill A. Lind
11845 S. W. Belvidere Place
Beaverton, Oregon

Dear Sir:

The State Highway Commission at its meeting held on November 8 had under discussion your request for an extension of time from August 31, 1956 to October 31, 1956 within which to complete your contract No. 4617, for grading on the Short Creek Section of the Cape Meares Loop Road in Tillamook County.

We are pleased to inform you that the State Highway Commission granted your request to and including October 10, 1956, the actual completion date of the contract. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: J. D. Walker,
Division Engineer

Clay Cornett,
Resident Engineer

Tom Edwards,
Construction Engineer

RECEIVED
NOV 27 1956
FOR FILING
3-1 (2)

4617

November 27, 1956

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Hill A. Lind in connection with contract No. 4617, for grading on the Short Creek Section of the Cape Meares Loop Road in Tillamook County. This payment, in the sum of $5,059.28, will be released to the contractor on or after December 7, 1956. The retained percentage is $1,350.17.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: Amerata & Schram
520 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD
gl

Form E-1—18M—1-56

S-1 (3)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 17, 1956

Section Short Creek

Kind of work Grading

Highway Cape Meare Loop Road

Section prefix 529-1058

Contractor Hill A. Lind

Contract number 4617

Date of contract February 2, 1956

Date of completion August 15, 1956

Date work started March 15, 1956

Estimated date of completion ...., 19....

Project authorization $ 53,902.13

Exclusive of Engineering $ 50,069.09

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $ 45,005.60

Estimated per cent ~~overrun~~ or underrun 5.67 %

Per cent of contract completed, based on total contract price 94.3 %

Engineering authorization $ 3,833.04

Engineering cost to date $ 4,283.33, 111.75%

Date project was completed [illegible]

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-final estimate was sent in on Tuesday November 13.

Noted
M. N. Juve

NOTED
TOM EDWARDS

RECEIVED
NOV 19 1956
OFFICE OF
DIVISION ENGINEER
DIVISION No. 2

NOTED
FORREST COOPER

NOTED
L. H. Young

RECEIVED
NOV 19 1956
OFFICE OF
CONSTRU[illegible]

NOTED
D. J. Bl

Clay M. Cornett, Resident Engineer

Signed by

Address Box 169, Tillamook, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
V. D. WOLFE

State Printing 38973

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.27				
Miles partially completed					
Miles completed	0.27				
Total estimated quantities (contract)	67,000				
Total quantities corrected to date	64,405.8				
Estimated quantities moved or placed to date	64,405.8				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average [redacted]

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Showers		
Tuesday	Showers		
Wednesday	Showers		
Thursday	Showers		
Friday	Rain		
Saturday			

RECEIVED
OCT 19 1956
FOR FILING

[illegible]

4617

October 19, 1956

Oregon State Highway Commission

Request for extension of time
No. 15
November 8 and 9 meeting

Gentlemen:

Herewith is a request from Hill A. Lind for an extension of time on the Short Creek Section, Contract No. 4617, from August 31, 1956 to October 31, 1956.

This project is immediately adjacent to the coastal area and the materials encountered contained extremely high moisture content. It was necessary to open the cuts, permit them to dry, excavate a small amount of material, and then again wait for the cuts to dry. Due to this fact, it was impossible for the contractor to use all of the equipment available, but he did operate it every moment that it was possible. This project actually was completed on October 10, 1956, and I recommend that the extension be granted, to and including that date, without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Attachment

cc Mr. Tom Edwards

EAP:of fn

RECEIVED
OCT 17 1956
FOR FILING

S-1(3)

4617

October 16, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 10, 1956, on Contract No. 4617, Short Creek Section, in Tillamook County, in connection with Federal Aid Project No. S-1(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DMP:ia

cc: John Cattrall

RECEIVED
MAY 1 - 1956
FOR FILING

FORM PR 3 (October 1954)
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

S-1 (3)
4617

CPRS-1990

State Oregon
County Tillamook
Project No. S-1(3)

PROJECT AGREEMENT FOR SECONDARY ROAD
UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 23rd. day of Apr., 1956 by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 6th day of January, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.275 miles of grading and draining
(Character of work)

between Oceanside and Cape Meares
(Control points)

consisting of 0.275 miles of roadway and no (Number) bridges ~~totaling ______ miles in~~ l[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of twenty-four thousand and 00/100 dollars ($24,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is fifty-two thousand, seven hundred four and 30/100 dollars ($52,704.30).

PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By____________________
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By____________________
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:

____
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By____________________
Division Engineer, Bureau of Public Roads

—33205

Oregon State Highway Department

Federal Aid Secondary
Project No. S-1(3)

SHORT CREEK SECTION OF THE MEARES LOOP
ROAD IN TILLAMOOK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code 0010
Roadway (Sta. 63+00 to Sta. 77+50)(Contract No. 4617)

All Required	Clearing and Grubbing	$	$ 1,100.00
All Required	Removal of Old Bridge		1,980.00
1,530 cu. yds.	Drainage Excavation, Unclassified	1.65	2,524.50
67,000 cu. yds.	General Excavation, Unclassified	0.36	24,120.00
0.27 mile	Finishing Roadbed and Slopes	550.00	148.50
1,500 cu. yds.	Loose Riprap	3.00	4,500.00
360 lin. ft.	18-inch Corrugated Metal Pipe, 12 Gauge	6.00	2,160.00
136 cu. yds.	Class "A" Concrete	55.00	7,480.00
29,000 lbs.	Metal Reinforcement	0.12	3,480.00
100 M-gal.	Sprinkling	2.20	220.00
			$ 47,713.00
All Required	Flagging (57½% of Contractor's Cost)		200.00
		Subtotal	$ 47,913.00
		10% Engr. & Cont.	4,791.30
		Total	$ 52,704.30

Length of Roadway	0.275 Mile
Cost of Roadway Per Mile	$191,652.00

Federal Funds..	$ 24,000.00
State Funds..	8,000.00
County Funds..	20,704.30
	$ 52,704.30

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Tillamook County with the Highway Department.

FORM E-90X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1956

SUBJECT: FAS County Road Projects

To: Mr. S. H. Probert
OFFICE

Attention: Mr. J. W. Nash

The following FAS projects, upon which bids were received January 26 and 27, are covered by agreement which require collection of the full federal percentage on total costs up to the sum net after each project:

County	Section	Project	Amount
Jackson	McKee (Applegate River) Bridge	S-173(3)	$ 64,000
Linn	Oak Creek Bridge)	S-119(3)	$ 74,000
Linn	Oak Creek Bridge)	S-148(2)	
Wallowa	Weaver (Wallowa River) Bridge	S-203(2)	$ 34,000
Tillamook	Short Creek Section	S-1(3)	Federal funds of $24,000 as programmed.

J. F. H.
John F. Hagemann
Asst. Engr., County & City Relations

JFH:[redacted]

RECEIVED
MAR 23 1956
FOR FILING

S-1 (3)
4617

March 22, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 15, 1956, on Contract No. 4617, Short Creek Section, in Tillamook County, in connection with Federal Aid Project No. S-1 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

DWP:ia

cc: W. C. Williams

RECEIVED
MAR 7 - 1956
FOR FILING

S-1(3)
4617

March 6, 1956

Mr. Hill A. Lind
11845 S. W. Belvidere Place
Beaverton, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4617, which was awarded to you by the State Highway Commission, for grading on the Short Creek Section of the Cape Meares Loop Road in Tillamook County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
FEB 7 1956
FOR FILING

S-1(2)

4619

February 6, 1956

County Court of Tillamook County
Court House
Tillamook, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Tillamook County one fully executed copy each of a maintenance and finance agreement between the State Highway Commission and Tillamook County covering the Short Creek section of Cape Meares Road, FAS 616, in Tillamook County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

RECEIVED
FEB 8 1956
FOR FILING

S-1(2)
4617

Salem, Oregon
February 6, 1956

MAINT. 266
FINANCE 116

Short Creek Section
Cape Meares Road, FAS 616
Tillamook County

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Tillamook County covering the Short Creek section of Cape Meares Road, FAS 616, in Tillamook County.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Tillamook County.

H. B. Glaisyer
Secretary

rn
Attach:5

1/26

FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 24, 1956

SUBJECT: Short Creek Section
Cape Meares Road, FAS 616
Tillamook County

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the Short Creek section of Cape Meares Road, FAS 616, in Tillamook County.

Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on August 9, 1954.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 8-9-54 Minute Page 42 (Bids to be [illegible] 1-26-56)

RECEIVED
JAN 24 1956
OFFICE OF
STATE HIGHWAY ENGINEER

(A)

4 [illegible]

(A)

RECEIVED
FEB 22 1956
FOR FILING

5-1 (3)
4617

WESTERN UNION
TELEGRAM

February 8, 1956

Mr. Hill A. Lind
11845 S. W. Belvidere Place
Beaverton, Oregon

Dear Sir:

The State Highway Commission on January 26, 1956 accepted your proposal for grading the Short Creek Section of the Cape Meares Loop Road, north of Oceanside in Tillamook County for the sum of $47,713 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4617.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Attention: Dorothy McCormack

R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHORE SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 2, 1956
3:27 p.m.

Mr. Hill A. Lind
11845 S. W. Belvidere Place
Beaverton, Oregon

Contract for grading Short Creek Section, Tillamook County for which you submitted low bid on January 26, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Files
C. W. Head

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and the Telegraph Company as follows:

1. The Telegraph Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines.

2. In any event the Telegraph Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of five thousand dollars, at which amount the sender of each message represents that the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Telegraph Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. The applicable tariff charges on a message destined to any point in the continental United States listed in the Telegraph Company's Directory of Stations cover its delivery within the established city or community limits of the destination point. Beyond such limits and to points not listed in the Telegraph Company's Directory of Stations, the Telegraph Company does not undertake to make delivery but will endeavor to arrange for delivery by any available means as the agent of the sender, with the understanding that the sender authorizes the collection of any additional charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee.

5. No responsibility attaches to the Telegraph Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Telegraph Company's messengers, he acts for that purpose as the agent of the sender; except that when the Telegraph Company sends a messenger to pick up a message, the messenger in that instance acts as the agent of the Telegraph Company in accepting the message, the Telegraph Company assuming responsibility from the time of such acceptance.

6. The Telegraph Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Telegraph Company, (a) within ninety days after the message is filed with the Telegraph Company for transmission in the case of a message between points within the United States (except in the case of an intrastate message in Texas) or between a point in the United States on the one hand and a point in Alaska, Canada, Mexico, or St. Pierre-Miquelon Islands on the other hand, or between a point in the United States and a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in Texas, and (c) within 180 days after the message is filed with the Telegraph Company for transmission in the case of a message between a point in the United States and a foreign or overseas point other than the points specified above in this paragraph; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934, as amended.

7. It is agreed that in any action by the Telegraph Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the Telegraph Company is authorized to vary the foregoing.

CLASSES OF SERVICE

DOMESTIC SERVICES

TELEGRAM

The fastest domestic service.

DAY LETTER (DL)

A deferred same-day service, at low rates.

NIGHT LETTER (NL)

Economical overnight service. Accepted up to 2 A. M. for delivery the following morning; at rates lower than the Telegram or Day Letter rates.

INTERNATIONAL SERVICES

FULL RATE (FR)

The fastest overseas service. May be written in code, cipher, or in any language expressed in Roman letters.

LETTER TELEGRAM (LT)

For overnight plain language messages, at half-rate. Minimum charge for 22 words applies.

SHIP RADIOGRAM

For messages to and from ships at sea.

F-157(4) Middle Unit, Pendleton-Pilot 1956
Rock Sec. of the Pendleton-
#4613 John Day Highway.

RECEIVED
JUL 22 1958
FOR FILING

F-155(4)

4618

July 22, 1958

Mr. George H. Corey
Attorney at Law
Robinson Building
Pendleton, Oregon

Dear Sir:

With reference to your inquiry of June 18 regarding details of an accident occurring November 10, 1956, on the Pendleton-John Day Highway approximately four miles south of Pendleton, I wish to advise that we have made inquiries from the field which have yielded the following information:

The contractor, Roy L. Houck and Son, had two projects in this area under construction simultaneously. They were called the "Middle Unit, Pendleton-Pilot Rock Section" and the "South Unit, Pendleton-Pilot Rock Section". The accident took place on the northerly end of the Middle Unit, Pendleton-Pilot Rock Section.

Our Resident Engineer in Pendleton, John H. Walker, advises that he checked the barricades throughout the two sections Friday afternoon, November 9, between 4 and 5 o'clock and they were in place and in good condition. I am forwarding herewith a copy of a sketch map which gives pertinent information as to the location of the barricades throughout these two sections. Resident Engineer Walker again inspected the project Monday morning, November 12, after hearing of this accident and indicated on the sketch map are the conditions of the barricades at this inspection. This information regarding the barricades at these times is quite factual. The rest of the information he was able to furnish is only conclusions drawn after viewing the scene of this accident on Monday, November 12. The contractor did not complete these projects until the following summer, 1957. I suggest that any additional information, which you might require regarding the status of the jobs at the time of the accident, you obtain from Resident Engineer Walker in Pendleton.

I am forwarding herewith a copy of the Special Provisions pertaining to this project in which reference is made to the General Provisions and making them a part of the contract. The contractor's responsibility regarding barricades, warning signs, and so forth, is set out in Section 1.7.9 in our General Provisions.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. A. F. Parson

LHY:jc fn

ASSIGNMENT

Date: June 25, 1958 No. 832 By

Description: Letter of June 18 by George H. Corey, Attorney, Pendleton, representing Chester E. Evans vs. R. L. Houck & Son re accident on November 10, 1956 in construction of Hwy. 395 south of Pendleton.

Acknowledged by_____ Referred to Edwards

- _Investigate and report with recommendation
- _Such action as necessary and report
- _Comment or recommendation
- _Return with rough draft of reply
- _Prepare reply for signature of Mr._______
- _Contact correspondent and report

Remarks: Please prepare reply. We should answer all questions except those of law. Doubt that we should volunteer information.
FC

PLEASE RETURN TO
FORREST COOPER

Executed 7-21-58 Report Received________

GE H. COREY
RNEY AT LAW
NSON BUILDING
ETON, OREGON

e 18, 1958

PLEASE RETURN TO
FORREST COOPER

ester E. Evans vs. R. L.
ck and Roy L. Houck, Jr.,
Roy L. Houck & Son.

tained to defend the above defend-
accident on November 10, 1956, were
in the construction of Highway 395
on. Plaintiff alleges that he
t highway which had not been bar-
ricaded and proceeded until he struck an unlighted barricade placed on the highway approximately four miles South of Pendleton. He is alleging that the contractor was negligent in placing the barricade upon the highway and in failing to use proper means to warn him of the presence of such obstruction.

I presume that you have some information regarding this accident and any statements or other information which you may have gathered and which you believe would be of assistance in the defense of your contractor will be greatly appreciated.

In addition, it would be helpful if you could advise me if the contractor was actively engaged in his duties on the date of the accident, which was November 10, 1956. I have had some indication that he may have completed his contract prior to that date.

It would also be helpful to me if it would be possible for you to furnish me a copy of the contract under which the defendants engaged in the construction of this stretch of highway. If there are any provisions in the contract requiring him to give warnings and place barricades, I would of course like to have that information. If there are any statutes or regulations which place this duty on the contractor, that information also would be helpful.

TELEPHONE
CR 6-3543

GEORGE H. COREY
ATTORNEY AT LAW
ROBINSON BUILDING
PENDLETON, OREGON

June 18, 1958

PLEASE RETURN TO
FORREST COOPER

State Highway Department
State of Oregon
Salem, Oregon

Re: Chester E. Evans vs. R. L.
Houck and Roy L. Houck, Jr.,
dba Roy L. Houck & Son.

Gentlemen:

I have been retained to defend the above defendants who, at the time of an accident on November 10, 1956, were alleged to have been engaged in the construction of Highway 395 immediately South of Pendleton. Plaintiff alleges that he entered a new section of that highway which had not been barricaded and proceeded until he struck an unlighted barricade placed on the highway approximately four miles South of Pendleton. He is alleging that the contractor was negligent in placing the barricade upon the highway and in failing to use proper means to warn him of the presence of such obstruction.

I presume that you have some information regarding this accident and any statements or other information which you may have gathered and which you believe would be of assistance in the defense of your contractor will be greatly appreciated.

In addition, it would be helpful if you could advise me if the contractor was actively engaged in his duties on the date of the accident, which was November 10, 1956. I have had some indication that he may have completed his contract prior to that date.

It would also be helpful to me if it would be possible for you to furnish me a copy of the contract under which the defendants engaged in the construction of this stretch of highway. If there are any provisions in the contract requiring him to give warnings and place barricades, I would of course like to have that information. If there are any statutes or regulations which place this duty on the contractor, that information also would be helpful.

Any further information which you see fit to furnish I will appreciate. Thank you for your courtesy in connection with this request.

Sincerely yours,

George H. Corey

George H. Corey

GHC:ls

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Pendleton, Oregon
July 10, 1958

CONSTRUCTION DIVISION
RECEIVED
JUL 14 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COc

DIRECT

To: Mr. Tom Edwards
Construction Engineer
Oregen State Highway Dept
Salem, Oregon

Re; Chester E. Evans vs R.L. Houck & Sons
Vehicle Accident which occurred Nov. 10, 1956 at the north end of the Middle Unit, Pendleton-Pilot Rock Sec. Pendleton-John Day Highway.

As per request from Mr. A.F. Parson, Div. Engr., I am sending to you direct a report along with a sketch map concerning data which I have of the subject accident. This originated with the request of a Mr. George H. Corey, Attorney at Law, who has been retained by the Defendant.

According to the data which I have, the accident was a one car accident and occurred at approximatly 9:00 P.M. the evening of November 10, 1956. I have no on the site information of this accident at the exact time it occured as I was out of town from Saturday noon Nov. 10, 1956 to Sunday night Nov. 11, 1956. Any thing refered to in this report as to the happenings at the time of the accident were either obtained from the State Police report, talking with the officer who made the report or from assumed visual observation on Monday Nov. 12, 1956.

The attached Sketch Map was made for a help in following the data in the report and was made from a pencil sketch which I made when viewing the scene of the accident and from data in my Diary and weekly reports and other information received.

The work on the section of the highway between Pendleton and Pilot Rock at the time of the accident consisted of two separate contracts, namely the Middle Unit and the South Unit of the Pendleton-Pilot Rock Section of the Pendleton-John Day Highways. Roy L. Houck and Sons were the successful bidders on both of these sections. Data following will refer to these sections and only as the Middle Unit or the South Unit Section. Roy L. Houck and Sons sublet the Asphaltic Concrete paving work to the Warren-Northwest Co. and retained all of the other work himself.

On Friday afternoon between 4 and 5 oclock P.M. of Nov. 9, 1956, I personally inspected the project, both units and observed the conditions of the baracades. At this time all baracades as shown on the sketch map were in place and in good condition. Monday Morning at approximatly 6:30 A.M. Nov. 12, 1956, I was informed by phone at my residence of the accident. As soon as possible I took my assistant Mr. Thomas A. Bradd and went to the scene of the accident. There I made a pencil sketch from what could be observed and also checked over the condition of the other baracades as shown on the sketch. Later I checked Police records. I viewed the project that morning from about 8:30 to 9:30 A.M.

From observation on Monday morning Nov. 12, 1956 that the car involved had been traveling on the new partially constructed highway, in a northerly direction, it havi entered the new section somewhere southerly from the place of the accident. The car appeared to have veered to the left or westerly side of the highway, hitting a baracade, proceeding on into a ditch section and then turned over. This area was at the northerly end of the Middle Unit Section. (see sketch map) The baracade on the westerly side of the roadway had been demolished. the other baracade on the easterly side was still in place. Following the obtaining of data at this area I preceeded southerly to what is termed as the Grange Hall area as is shown on the sketch map. Here baracades had been originally placed on either side of the old existing highway and across the new partially constructed highway. The condition of the baracades at this point on monday as refered to, was thaten the southerly side

(Report of accident continued)

of the existing highway, one baracade had been smashed while the other remained in good shape. On the northerly end of the existing highway both baracades had been demolished and the debris scattered some small pieces on the paved area, some on the shoulders and the remainder over the shoulders of a low fill area and beyond. This data was later obtained. I proceeded to the area known as the [illegible] Place which was approximately southerly and approximately ½ mile northerly from Pilot Rock. Here the existing highway again crossed the new alignment. On the northerly end of this crossing were also two baracades which had not received damage [illegible] still in a usable condition and in place. This gives a picture of the condition of baracades which might affect the accident.

The roadway condition at the time of the accident was as follows. First the Middle Unit Section-- In this section grading had been virtually completed, base rock and leveling course were in place. Both the bottom and the top courses of the A.C. concrete pavement were in place. The shoulder areas had not been completed and there was a small amount of loose rock laying outside the paved area therefore as far as the shoulder areas were concerned they could be considered in a loose condition although a small amount of blading work had been done in some areas. At the northerly end of this Middle Unit Section there was a short section of approximately [illegible] feet, where the future temporary connection to the existing highway was partially [illegible] and not paved. Its condition was one of base rock and leveling course [illegible].

The South Unit section was in the same general condition. The grading work was virtually completed, the base rock and leveling course was in place. The bottom lift of the asphaltic concrete pavement was in place with exception of a westerly outside lane of the [illegible] portion in the area of Pilot Rock. The top lift of A.C. pavement was on only approximately ½ mile on the northerly end of this project. Shoulder areas were in the same condition as the Middle Unit Section and could be considered loose.

Between baracades on both the Middle and South Unit Sections there had been no signing, striping, sight posts placed or constructed. Signs were in place on the existing highway directing traffic and noting slow areas & etc. The large white construction sign were in place at the ends of the construction.

There was no work done on the Middle Unit Section during the week ending November 7, 1956. Work for this same period on the South Unit Section consisted of Asphaltic Concrete Paving which was shut down on Thursday Nov. 8, 1956 due to adverse weather as far as this particular work was concerned.

The following week The Contractor bladed and shaped the shoulder areas, State Crews striped and signed both projects and the highway was opened for traffic on Friday Nov. 16, 1956 at approximately 2:45 P.M. Previous to this time the new construction had not been open to traffic although considerable difficulty was being encountered in broken baracades and there were some persons traveling upon it, especially during the night period.

This did not fully complete this highway but work was terminated as far as the Contractor was concerned until the following spring when he completed his work.

John E. Walker
Resident Engineer

cc: A.H. Larson Div. Engr.

FORM E-123X 12,500 4-58

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 16, 1958

Mr. George H. Corey
Attorney at Law
Robinson Building
Pendleton, Oregon

Dear Mr. Corey:

This acknowledges your letter of July 15, 1958 with further reference to your letter of June 18, 1958 concerning State Highway Contract No. 4618, awarded to Roy L. Houck & Sons.

I am referring your letter to the State Highway Engineer, Mr. W. C. Williams, who I am sure will write you on the subject.

I note that you are particularly anxious to secure a copy of the contract. Accordingly, I enclose a certified copy of the same for which there is no charge.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COM.

HBG:jmc

Encl.

cc: W. C. Williams ✓

NOTED
FORREST COOPER

RECEIVED
JUL 17 1958
OFFICE OF
STATE HIGHWAY ENGINEER

TELEPHONE
CR 6-3543

GEORGE H. COREY
ATTORNEY AT LAW
ROBINSON BUILDING
PENDLETON, OREGON

July 15, 1958

State Highway Department
Salem, Oregon

Re: Chester E. Evans vs. R. L. Houck and Roy L. Houck, Jr., dba Roy L. Houck & Son

Gentlemen:

On June 18, 1958, I wrote to you requesting information regarding the above pending action in which I am representing your contractor. I have not heard from you directly, and I am particularly anxious to secure a copy of the contract under which the defendants were engaged in the construction of the highway. I also am interested in any regulations or other policy regarding the responsibility for the placement of barricades on the highway.

It will be greatly appreciated if you can answer my letter at your early convenience.

Yours very truly,

George H. Corey

George H. Corey

GHC:vle

RECEIVED
Jul 16 1958
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
Mr. Williams
BY SECRETARY

You referred his letter of June 18
to Edwards for a report –
I am sending Mr Corey
a certified copy of the
contract
HBG

RECEIVED
SEP 30 1957
FOR FILING

file

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 25, 1957

F-155 (4)

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
1618	10 pf	Roy L. Houck and Sons	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21963	H 192572	$2,000.00	September 25, 1957

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Doris Weisenbaus
ACCOUNTING DIVISION

Specified completion Date: **Sept. 30, 1956**

Time Extensions: **May 14, 1957**

Completion Date: **May 14, 1957**

Date Accepted: **Aug. 8, 1957**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Sept. 26, 1957**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

SEP 27 1957

NOTED ON CARD
em

RECEIVED
SEP 18 1957
FOR FILING

[illegible]

4618

Sept. 17, 1957

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attn.: O. H. Burnett

Gentlemen:

You are hereby notified that a post-final payment will be made to Roy L. Houck & Sons on Contract No. 4618, for grading and paving on the Middle Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County. This payment will be made as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $281,024.81, including the post-final payment of $2,000.00. Of the total, $700.38 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

NOTED ON CARD
Om

RECEIVED
AUG 11 1957
FOR FILING
[illegible]
465

OREGON STATE HIGHWAY DEPARTMENT

(date)
August 7, 1957

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4618	9-Final	Roy L. Houck & Sons

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17643	H-187924	$ 8,370.74	8/7/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: **Sept. 30, 1956**

Time Extensions: **May 14, 1957**

Completion Date: **May 14, 1957**

Date Accepted: **Aug. 8, 1957**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Aug. 12, 1957**

To the Accounting Division:

Release of the above warrant is hereby authorized

HBGlaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: AUG 13 1957

Ruth Rawlings

NOTED ON CARD
om

RECEIVED
JUL 24 1957
FOR FILING

July 22, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

In regard to your letter of July 17 pertaining to the late submission of a subcontract on the Middle Unit, Pendleton-Pilot Rock, Oregon Project F-155 (4), I wish to advise that this subcontract was dated March 1, 1957, but our resident engineer was unable to secure copies until the latter part of June. He repeatedly requested copies of this subcontract but the contractor failed to provide them as requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

EAP:ob fn

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

July 17, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

On Pendleton-Pilot Rock, Oregon Project F--155(4), Middle Unit, our records show the project was completed May 14, 1957. Subsequently our area engineer made a final inspection of this project May 21, 1957.

We desire additional information to clarify the reason a subcontract was approved on July 3, 1957.

Very truly yours,

C G Polk
C. G. POLK
Division Engineer

CONSTRUCTION DIVISION
RECEIVED
NOTED ☐ ☐ ☐ ☐ ☐

RECEIVED
JUL 17 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 10 1957
FOR FILING

July 9, 1957

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attn.: Mr. G. E. Burnett

Gentlemen:

State Highway Contract No. 4618 for grading and paving on the Middle Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County was completed by the contractor, Roy L. Houck & Sons, on May 14, 1957 but has not as yet been accepted by the Commission.

Final payment in the amount of $8,370.74 will be released to the contractor after acceptance by the Commission. The total contract amount is $279,024.81, of which amount $700.38 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
JUL 10 1957
FOR FILING

July 9, 1957

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attn.: Mr. O. H. Burnett

Gentlemen:

State Highway Contract No. 4618 for grading and paving on the Middle Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County was completed by the contractor, Roy L. Houck & Sons, on May 14, 1957 but has not as yet been accepted by the Commission.

Final payment in the amount of $8,370.74 will be released to the contractor after acceptance by the Commission. The total contract amount is $279,024.81, of which amount $700.38 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
JUL 5 1957
FOR FILING

FORM E-90X—57,800—2-57—1477

T 155(4)

4618

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3, 1957

SUBJECT:

To: Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

The subcontract between Roy L. Houck & Sons and the R & W Construction Company covering Item 11 on the Middle Unit, Pendleton-Pilot Rock Contract No. 4618, Oregon F-155 (4) is approved, and you may so inform the interested parties.

Five copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:ob

Encls.

cc to: Forrest Cooper
C. G. Polk (2)

RECEIVED
JUL 8 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 2 1957
FOR FILING

F-1550(4)

4618

July 1, 1957

Roy L. Houck & Sons
1585 N. 20th St.
Salem, Oregon

Gentlemen:

The State Highway Commission at its meeting held on June 27 and 28, 1957, had under discussion your request for an extension of time from Sept. 30, 1956 to June 30, 1957, within which to complete your contract No. 4618, for grading and paving the Middle Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County.

We are pleased to inform you that the State Highway Commission granted an extension of time to May 14, 1957, the actual completion date of the project. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: Tom Edwards
A. F. Parson
J. N. Walker

RECEIVED
JUN 26 1957
FOR FILING

E-155 (4)

4618

June 25, 1957

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attn.: Mr. G. H. Burnett

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Roy L. Houck & Sons in connection with Contract No. 4618, for grading and paving on the Middle Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County. This payment, in the amount of $2,975.05, will be released to the contractor on or after July 5, 1957. The retained percentage is $8,370.74.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

NOTED ON CARD
Im

Form E-1—10M—10-56

F 155 (4)
46

[illegible]GON STATE HIGHWAY DEPARTM[illegible]

Field Engineer's Weekly Report

Final Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 14, 1957

Section Middle Unit, Pendleton-Pilot Rock

Kind of work Grading & Paving

Highway Pendleton-John Day

Section prefix 30-J048

Contractor Roy L. Houck & Sons

Contract number 4618

Date of contract Feb. 2, 1956

Date of completion September 30, 1956

Date work started March 14, 1956

Estimated date of completion May 14, 1957

Project authorization $ 313,968.38

Exclusive of Engineering $ 291,641.74

Per cent of time elapsed Over time limit %

Estimated cost of completed project, exclusive of engineering $ 279,475.68

Estimated per cent [redacted] underrun 4.2 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 22,326.64

Engineering cost to date $ 21,260.46, 95.2 %

Date project was completed MAY 14, 1957

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-final estimate was completed and submitted on Thursday of this week to the La Grande office.

This completes this project with possible exception of any rechecking.

[illegible] DIVISION

RECEIVED

J[illegible] 1957

NOTED [illegible] TED

FORREST COOPER

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed [illegible] Resident Engineer

Address Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 89712

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.84	4.84			4.84
Miles partially completed					
Miles completed	4.84	4.84			4.84
Total estimated quantities (contract)	198,000 CY	80,500 CY			13,400 Tons
Total quantities corrected to date	202,796.5 CY	77,096 CY			14,082 Tons
Estimated quantities moved or placed to date	202,796.5 CY	77,096 CY			14,082 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers........, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Cloudy-showers		
Friday	Pt. fair		
Saturday			

RECEIVED
JUN 14 1957
FOR FILING
4618

June 14, 1957

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attn.: Mr. G. H. Burnett

Gentlemen:

It is the intention of the State Highway Commission to release to Roy L. Houck & Sons a portion of the funds heretofore retained by the Commission on Contract No. 4618, for grading and paving on the Middle Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County.

This payment in the amount of $26,745.47, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $8,278.73. The present payment will be released on or after June 24, 1957.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

NOTED ON CARD
em

RECEIVED
JUN 4 1957
FOR FILING

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4618

June 3, 1957

Oregon State Highway Commission

Request for extension of time
No. 2
June 27-28 meeting

Gentlemen:

Herewith is a request from Roy L. Houck & Son for an extension of time on the Middle Unit, Pendleton-Pilot Rock Section, Contract No. 4618, from September 30, 1956 to June 30, 1957.

All grading and the construction of the base pavement were completed by the specified completion date; however, inclement weather prevented us from completing the top course last fall. In order to secure a more satisfactory job, the engineer ordered that the paving of the top course be held up until this spring.

The traveling public was not inconvenienced and the State did not suffer additional cost because of the overrun. This project was actually completed on May 14, 1957, and I recommend that the extension be granted, to and including that date, without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

This is not a liquidated damage contract.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Tom Edwards

EAP:ob fn

RECEIVED
MAY 24 1957
FOR FILING

F-155(4)

4618

May 21, 1957

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Middle Unit, Pendleton-Pilot Rock Contract No. 4618, Oregon F-155 (4), from September 30, 1956 to May 14, 1957 to Roy L. Houck and Sons, contractors.

All grading and the construction of the base pavement were completed by the specified completion date; however, inclement weather prevented us from completing the top course last fall. In order to secure a more satisfactory job the engineer decided to hold the paving of the top course until this spring.

The traveling public were not inconvenienced and the State did not suffer additional cost because of the overrun. I recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc to: Tom Edwards

A

RECEIVED
MAY 21 1957
FOR FILING
F 155(4)
4618

May 17, 1957

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on May 14, 1957, on Contract No. 4618, Middle Unit, Pendleton-Pilot Rock Section, in Umatilla County, in connection with Federal Aid Project No. F-155(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: Clarence G. Swenson

DHP:ia

RECEIVED
1956

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 10th, 1956

SUBJECT: Middle Unit, Pendleton-Pilot Rock
Pendleton-John Day Highway
Contract No. 4618

To: Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

Reference is made to Laboratory Reports Nos. 403542 and 403544, dated October 2nd, 1956, showing:

(a) An excess of 29.7 percent material retained on the 3/8-inch screen and 25.6 percent deficiency of material passing the ¼-inch screen for the 3/4"-0 crushed gravel; and

(b) A 3 percent excess plasticity index for the 1½"-0 crushed gravel.

It would appear that the 3/4"-0 sample was sent in for conformation. Discrepancies of this size could be caught by site screening and no sample would then be required for the Salem laboratory.

The 1½"-0 crushed gravel appears to require scalping as a prior test, No. 403253, dated October 1st, showed a liquid limit with 3 percent excess. Prior production of 1½"-0 material has shown a high percentage of unsuitable fines.

Will you please instruct the resident engineer to tighten up on his inspection of this phase of the contract. If screens are needed for field tests, they can be obtained from the storeroom.

Also, please have the resident engineer so mark the samples submitted to the Salem laboratory that it is clear they represent either corrected samples or samples submitted for information to guide the contractor.

LHY/WCH:AR

cc to: Forrest Cooper
Ray Webber

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

RECEIVED
10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
OCT 4 1956
FOR FILING
FORM E-20X—50M—11-55—90225

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1956

SUBJECT: Middle Unit, Pendleton-Pilot
Rock, Pendleton-John Day Hwy.
Contract No. 4618

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Reference is made to Laboratory Report No. 403052, dated September 28, 1956 showing an excess of 9.8 percent passing the ¼-inch screen for the 3/4"-¼" crushed gravel being produced 0.65 miles east of M. P. 10.22.

Will you please have the resident engineer instruct the contractor to adjust his pit and plant operations so that acceptable material can be produced.

Also, please have the resident engineer resubmit samples of improved 3/4"-¼" crushed gravel so marked that it is clear they represent corrected aggregate.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: Forrest Cooper
Ray Webber

NOTED

RECEIVED
OCT 3 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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RECEIVED
SEP 1956
FOR FILING
FORM E-BOX—50M—11-55—50828

F-155 (4)

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19, 1956

SUBJECT: Middle Unit, Pendleton-Pilot Rock, Pendleton-John Day Hwy. Contract No. 4618

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Reference is made to Laboratory Report No. 401974, dated September 17, 1956 showing an excess of 3 percent for both Plasticity Index and Liquid Limit for the 2½"-0 crushed gravel being produced. The percentage of material passing the No. 40 Sieve is 48.3 while the maximum allowed is 50 percent. It would appear that a scalping screen would improve the quality of the aggregate.

It is suggested that sand equivalent tests be run daily at the crushing plant for the control of silts and clays, using 50 percent as the danger point indicating the presence of enough silt and clay to raise the liquid limit and plasticity index beyond the allowable figure.

Will you please instruct the resident engineer to have the contractor adjust his pit and plant operations to produce acceptable 2½"-0 material.

Also, please have the resident engineer so mark samples of improved aggregate submitted for tests that it is clear they represent corrected aggregate.

Tom Edwards
Construction Engineer

By L. H. Young

L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: Forrest Cooper ✓
Ray Webber

NOTED
FORREST COOPER

RECEIVED
SEP 19 1956

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RECEIVED
AUG 10 1956
FOR FILING

F-155(4)

4618

August 7, 1956

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State share of flagging costs on the Middle Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County, Contract No. 4618, in connection with Federal Aid Project No. F-155(4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

Encl.

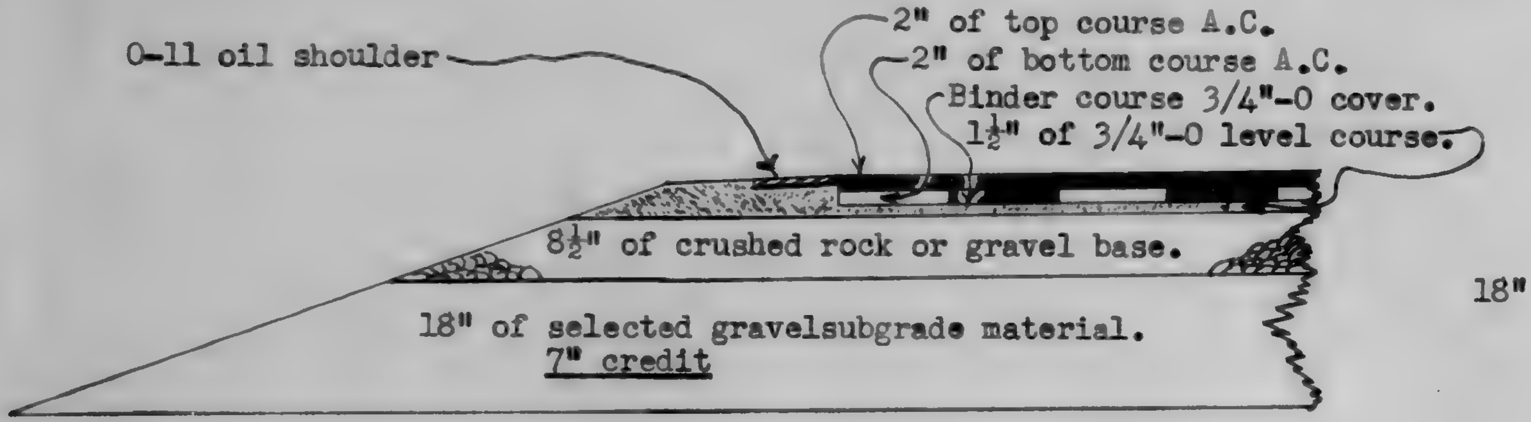
DGP:ch

F-1514
4618

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section S. Unit, Pendleton - Pilot Rock Highway Pendleton - John Day County Umatilla Prefix 30-1410
Res. Engr. J. T. Burch Length of Project 1.7 Miles. Sta. 500+07.80 to Sta. 691+38.65 Date 6-15-56

TYPICAL SECTIONS ADT Trucks - 220 (Logging) Traffic Classification - Heavy


O-11 oil shoulder
2" of top course A.C.
2" of bottom course A.C.
Binder course 3/4"-0 cover.
1½" of 3/4"-0 level course.
8½" of crushed rock or gravel base.
18" of selected gravelsubgrade material.
7" credit

	Required Base & Wear		Designed Base & Wear		
	Crushed	Not Crushed	Exist. Surf. Allow.	New Work	
				4	A.C.
				1½	Le
				8½	Ba
18" of selected gravel subgrade material				7	Credit
	21			21	

TYPICAL SOIL
63 % Pass 200
27 LL
5 PI
39 % Silt
11 "R" Value

NOTE:

The above design is considered ample for the frost penetration in this area.

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
N. side of M.P. 17.9, Pendleton - John Day Hwy.	391317	2.76	Rock	- - -	- - -	- - -	15.1	- - -	22	0	Base and A.C.

Submitted by Clarence J. Grigg
Asst Soils Engineer

Recommended by L. W. Harra
Engineer of Materials

Recommended by L. H. Young
Construction Engineer

Approved by
Deputy State Highway Engineer

cc Deputy State Highway Engineer ✓
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Form PR 2 (Revised 1950)

State Oregon
Project No. F-155(4)
CPRS-1981

RECEIVED
MAY 1 - 1956
FOR FILING

F-155(4)
4618

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 23rd day of April, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 23rd day of November, 1955, a program, which was approved on the 28th day of November, 1955, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 2nd day of December, 1955, and the sum of one hundred eighty-nine thousand and 00/100 dollars ($189,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 242+00 and 500+48.80 south of Pendleton, length 4.839 miles, in Umatilla County, being Oregon project No. F-155(4), consisting of 4.839 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred eighty-nine thousand and 00/100 dollars ($189,000.00), which does not exceed the authorized Federal pro rata share of three hundred five thousand, sixty-six and 30/100 dollars ($305,066.30), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:
Assistant STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,
By
Division Engineer,
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5

A4.52

Oregon State Highway Department

Federal Aid
Project No. F-155(4)

MIDDLE SECT. PENDLETON-PILOT ROCK SECTION OF THE

PENDLETON-JOHN DAY HIGHWAY IN UMATILLA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code 6201
Roadway (Sta. 242+00 to Sta. 500+48.30)(Contract No. 4613)

All	Required	Clearing and Grubbing	$	$ 2,000.00
140	cu. yds.	Drainage Excavation, Unclassified	1.50	210.00
194,600	cu. yds.	General Excavation, Unclassified	0.23	44,758.00
451,800	yd. sta.	Short Overhaul	0.01	4,518.00
2,900	C-yd.sta.	Long Overhaul	0.30	870.00
4.84	miles	Finishing Roadbed and Slopes	500.00	2,420.00
20,000	lin. ft.	Rounding Cutbanks	0.15	3,000.00
390	lin. ft.	12-inch Concrete Pipe	2.25	877.50
1,450	lin. ft.	18-inch Concrete Pipe	3.50	5,075.00
80	lin. ft.	24-inch Concrete Pipe	4.50	360.00
4,000	lin. ft.	Metal Guard Rail	2.50	10,000.00
140	only	Metal Sight Posts	2.50	350.00
70,800	cu. yds.	Coarse Crushed Material in Base	1.20	84,960.00
9,700	cu. yds.	3/4" - 0 Material in Base	1.45	14,065.00
2,000	M-gal.	Sprinkling	2.50	5,000.00
4.84	miles	Preparation in Base	300.00	1,452.00
650	cu. yds.	3/4" - 0 Material in Binder Course	3.30	2,145.00
110	tons	MC-2 Asphalt in Binder Course	48.75	5,362.50
13,400	tons	Asphalt Concrete Mixture	3.50	46,900.00
840	tons	120-150 Asphalt in Mixture	34.00	28,560.00
24	tons	RS-1 Asphalt in Tack Coat	55.00	1,320.00
60	tons	MS-2 Asphalt	45.00	2,700.00
280	cu. yds.	Aggregate in Pavement Seal	3.30	924.00
1,220	cu. yds.	Furnishing and Placing Aggregate	3.30	4,026.00
100	tons	150-200 Asphalt	41.00	4,100.00
30	tons	MS-1 Asphalt	46.00	1,380.00
			Subtotal	$277,333.00
			10% Engr. & Cont.	27,733.30
			Total	$305,066.30

Length of Roadway	4.839 Miles
Cost of Roadway Per Mile	$63,043.25

Federal Funds..	$189,000.00
State Funds..	116,066.30
	$305,066.30

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid Project
No. F-155(4)

MIDDLE UNIT, PENDLETON-PILOT ROCK SECTION
OF THE PENDLETON-JOHN DAY HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specification. Not as a basis for project agreement.)

Salem, Oregon, December 2, 1955

Type Code 6201
Roadway (Sta. 242+00 to Sta. 500+48.80)

All Required	Clearing and Grubbing		$ 1,000.00
140 cu. yds.	Drainage Excavation, Unclassified	$ 2.50	350.00
194,600 cu. yds.	General Excavation, Unclassified	0.38	73,948.00
451,800 yd. sta.	Short Overhaul	0.01	4,518.00
2,900 C-yd. sta.	Long Overhaul	0.40	1,160.00
4.84 miles	Finishing Roadbed and Slopes	750.00	3,630.00
20,000 lin. ft.	Rounding Cutbanks	0.15	3,000.00
390 lin. ft.	12-inch Concrete Pipe	2.00	780.00
1,450 lin. ft.	18-inch Concrete Pipe	3.50	5,075.00
80 lin. ft.	24inch Concrete Pipe	4.50	360.00
4,000 lin. ft.	Metal Guard Rail	2.40	9,600.00
140 only	Metal Sight Posts	2.50	350.00
70,800 cu. yds.	Coarse Crushed Material in Base	1.50	106,200.00
9,700 cu. yds.	3/4" - 0 Material in Base	1.75	16,975.00
2,000 M-gal.	Sprinkling	2.50	5,000.00
4.84 miles	Preparation of Base	200.00	968.00
650 cu. yds.	3/4" -0 Material in Binder Course	3.00	1,950.00
110 tons	MC-2 Asphalt in Binder Course	42.00	4,620.00
13,400 tons	Asphalt Concrete Mixture	4.00	53,600.00
840 tons	120-150 Asphalt in Mixture	32.00	26,880.00
24 tons	RS-1 Asphalt in Tack Coat	42.00	1,008.00
60 tons	RS-2 Asphalt	42.00	2,520.00
280 cu. yds.	Aggregate in Pavement Seal	3.00	840.00
1,220 cu. yds.	Furnishing and Placing Aggregate	3.50	4,270.00
100 tons	150-200 Asphalt	45.00	4,500.00
30 tons	RS-1 Asphalt	47.00	1,410.00
		Subtotal	$334,512.00
		10% Engr. & Cont.	33,451.20
		Total	$367,963.20

Length of Roadway 4.839 miles
Cost of Roadway per mile $76,041.16

Federal Funds- -	$228,000.00
State Funds- -	139,963.20
	$367,963.20

RECEIVED
MAR 20 1956
FOR FILING

F-155(4)
4618

March 20, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 14, 1956, on Contract No. 4618, Middle Unit, Pendleton-Pilot Rock Section, in Umatilla County, in connection with Federal Aid Project No. F-155(4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DWP:ia

RECEIVED
MAR 7 - 1956
FOR FILING

F-155 (9)
46-18

March 6, 1956

Roy L. Houck & Sons
1985 N. 20th Street
Salem, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4618, which was awarded to you by the State Highway Commission on February 2, covering the Middle Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
FEB 7 195
FOR FILING

4-21F

FORM S-120 90M REVISED 3-55

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
W. C. WILLIAMS

February 6, 1956

Pacific Power & Light Company
Public Service Building
920 S. W. 6th Avenue
Portland, Oregon

Pacific Power & Light Company
Pendleton, Oregon

Attention: Mr. Wm. H. Dierdorff

Re: Pacific Power & Light Company
Transmission Line Crossings-
Middle Unit-Pendleton-Pilot
Rock Section
Pendleton-John Day Highway

Dear Mr. Dierdorff:

Reference is made to the rearranging of your service facilities on the Middle Unit of the Pendleton-Pilot Rock Section, covering which you gave a statement of locations and an estimated cost of $1,256.61 in your letter of January 18, 1956, addressed to Mr. John H. Walker, Resident Engineer.

As the matter is understood, these are service connections from your main transmission line crossing the relocated highway at the locations stated and are covered by private easements.

This communication is to advise you that the State Highway Commission will reimburse Pacific Power & Light Company for the proper expense of revising the service connections, so as to provide adequate highway clearances. We do not understand, however, that you will bill us for any improvements in your existing facilities which are not necessary to accommodate the highway location.

We understand that the low bidder on the project is desirous of beginning work at as early a time as he is authorized to do so, and it will be very much appreciated if your facilities can be rearranged with reasonable promptness so as not to cause any delay to the contractor's operations.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. W. C. Williams ✓
(With File)
Mr. Forrest Cooper
Mr. A. F. Parson
Mr. J. H. Walker
Mr. C. W. Enfield

RECEIVED
FEB 8 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 27 1956
FOR FILING

F-155(4)
4618

February 2, 1956

Roy L. Houck & Sons
1585 N. 20th Street
Salem, Oregon

Gentlemen:

The State Highway Commission on December 19, 1955 accepted your proposal for grading, paving and shoulder oiling the Middle Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County for the sum of $277,333 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4618.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Attention: Dorothy McCormack

R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

S
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHORE-SHIP ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 2, 1956
2:41 p.m.

Roy L. Houck & Sons
1585 N. 20th Street
Salem, Oregon

Contract for grading, etc. Pendleton-Pilot Rock Section, Umatilla County for which you submitted low bid on December 19, 1955 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Files
C. W. Head

1955 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FEB 6 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 7 1956
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

F [illegible]
~~08-35~~ 4618

February 2, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-155(4), Middle Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway, we hereby concur as of this date in award of Contract No. 4618 to Roy L. Houck and Sons of Salem, Oregon, low bidder in the amount of $277,333.00 at the December 19, 1955 bid opening.

Very truly yours,

C G Polk

C. G. POLK
District Engineer

RECEIVED
FEB 6 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 8 1956
FOR FILING

F-155(4)

4618

February 2, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading, paving and shoulder oiling work on the Middle Unit of the Pendleton-Pilot Rock Section of the Pendleton-John Day Highway in Umatilla County, Project F-155(4), to Roy L. Houck & Sons of Salem, Oregon, on the basis of the bid of $277,333.00 submitted on December 19, 1955.

All rights of entry required for this project are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SEP:la

RECEIVED
FEB 7 1956
FOR FILING

COPY

file

F [illegible] (1)
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 25, 1956

SUBJECT: Middle Unit, Pendleton-Pilot Rock Sec.
Pendleton-John Day Highway

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

There is submitted herewith State Force Order covering the necessary adjustments to the Pacific Power and Light Company facilities on the subject-named job at the locations noted on the State Force Order.

The lines referred to occupy private right of way, copies of easements for which are attached. Also attached is an estimate of cost by the Pacific Power and Light Company.

I believe it is an obligation of the State to pay for the adjustment of these lines. I, therefore, recommend that a letter be sent to the power company notifying them to move and stating that we will reimburse them for the cost of these adjustments.

s/ L. H. Young

L. H. Young
Assistant Construction Engineer

LHY:dt

Encls.

C
O
P
Y

FORM E-30 25M 9-51 92319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

LaGrande, Oregon
January 23, 1956

SUBJECT: Order for State Force Work
Pacific Power & Light Co.
Transmission Line Crossings
Middle Unit, Pendleton-Pilot Rock Sec.
Pendleton-John Day Highway

To: Mr. Forrest Cooper
Construction Engineer
Salem

We are submitting herewith Order for State Force Work on the Middle Unit, Pendleton-Pilot Rock Section, Pendleton-John Day Highway in Umatilla County.

This order is to cover the cost of moving the Pacific Power & Light Company's poles where there is a conflict with our construction work on the above project. The order applies principally to where the Company has easement on private property for their facilities and for the most part their feeder lines leading from their main transmission lines which parallels the highway to the various farms and installations in the vicinity.

In most cases, these lines, as they exist, will not have sufficient clearances over the new highway or otherwise do not conform to the standards for highway crossings.

An Estimate of Cost in triplicate for making these changes prepared by their Field Engineer, Mr. W. H. Dierdorff, is attached together with Statements of Information covering their easements.

We have not as yet been advised of the award of the project, but Mr. Houck, who was low bidder on the project, advises that he wishes to start work immediately if the award has been made. In order that the work can proceed without interruption, these changes should be completed at the earliest date possible. We recommend that the order be approved.

s/ E. G. Bickmore

E. G. Bickmore
Ass't. Division Engineer

EGB:ce

File

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FEB 7 1956
FOR FILING

F-155(4)

4.15

COPY

PACIFIC POWER & LIGHT COMPANY

Pendleton, Oregon
January 18, 1956

Mr. John H. Walker, Resident Engineer
Oregon State Highway
1216 S. E. Byers Avenue
Pendleton, Oregon

Dear Mr. Walker:

In connection with our field trip of last week, along the route of the new Pendleton-Pilot Rock Highway, we have prepared an estimate of the cost of moving our lines on private property. The lines and the estimated cost are listed in sequence, starting with the north line.

1.	To Sparks Station	$	137.47
2.	To Betts and Hoeft		269.05
3.	To Wm. Eldridge		145.26
4.	To Levi Eldridge		145.26
5.	To Levi Eldridge pump		145.26
6.	To Bannister		269.05
7.	To Jenkins and Hoeft		145.26
	Total	$	1256.61

We will have additional work to do to clear your new construction. However, this work will be on existing Highway right-of-way and is not included in the above listing.

Prior to the start of construction, we would appreciate receiving permission to bill the Highway Commission for the work listed above.

If you need any additional information, please let us know.

Very truly yours,

Wm. H. Dierdorff
Field Engineer

WHD:

Middle Unit, Pendleton Pilot Rock Section
Pendleton - John Day Highway

RECEIVED
DEC 9 - 1955
FOR FILING

OREGON DISTRICT

F-155(4)

4618

08-35

R

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 2, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project F-155(4), Middle Unit, Pendleton-Pilot Rock Section of the Pendleton-John Day Highway. This is your authority to advertise for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C G Polk

C. G. POLK
District Engineer

RECEIVED
DEC 5 - 1955
FOR FILING

F-155(4)
4618
00635

December 1, 1955

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The program addition of Item 202, Project F-155(4), Middle Unit, Pendleton-McKay Creek Section of the Pendleton-John Day Highway, Oregon Federal-aid Primary Highway Program was approved by Asting Deputy Commissioner G. M. Williams on November 28, 1955.

This item will appear on the program as follows:

Item	202
County	Umatilla
Project	F-155(4)
FA Route	30
State Route	28
Termini	Approx. 5.0 mi. so. of Pendleton to 3.0 miles no. of Pilot Rock
Construction Cost:	
Total Cost	$450,000
Federal Funds	$270,000
State Funds	$180,000
Length	4.96 miles
Character of Work Proposed:	Grade and drain 2-lane high type pavement.

Item 198, North Unit of the Pendleton-McKay Creek Section was concurrently withdrawn from the program. It is assumed that this project will be resubmitted for programing when additional funds are available.

Very truly yours,

C. G. POLK
District Engineer

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DEC 2 1955
OREGON
STATE HIGHWAY COMMISSION

Original to
Mr. Probert

RECEIVED
NOV 23 1955
FOR FILING

Comm.
F/w
Pendleton John Day

November 22, 1955

Oregon State Highway Commission

Gentlemen:

We have completed the survey for the relocation of the Pendleton-John Day Highway between Pendleton and Pilot Rock, and I attach hereto a sketch map indicating the revised location.

We propose to call bids at the December meeting (if right of way is acquired by that time) for a 4.96-mile section between Station 243 and Station 507, as indicated by pencil notation on the survey approval map. As you know, we transferred an allotment of $435,000 from the Emigrant Street project in Pendleton to this project. This 4.96 miles will eliminate the worst section of the existing road, being that portion where the grade line contains excessive rolls with restricted sight distance and two sharp curves.

This matter will be on the agenda, and I recommend your approval of the entire survey between Station 198+16 in Pendleton and Station 891+38.65 in the city of Pilot Rock.

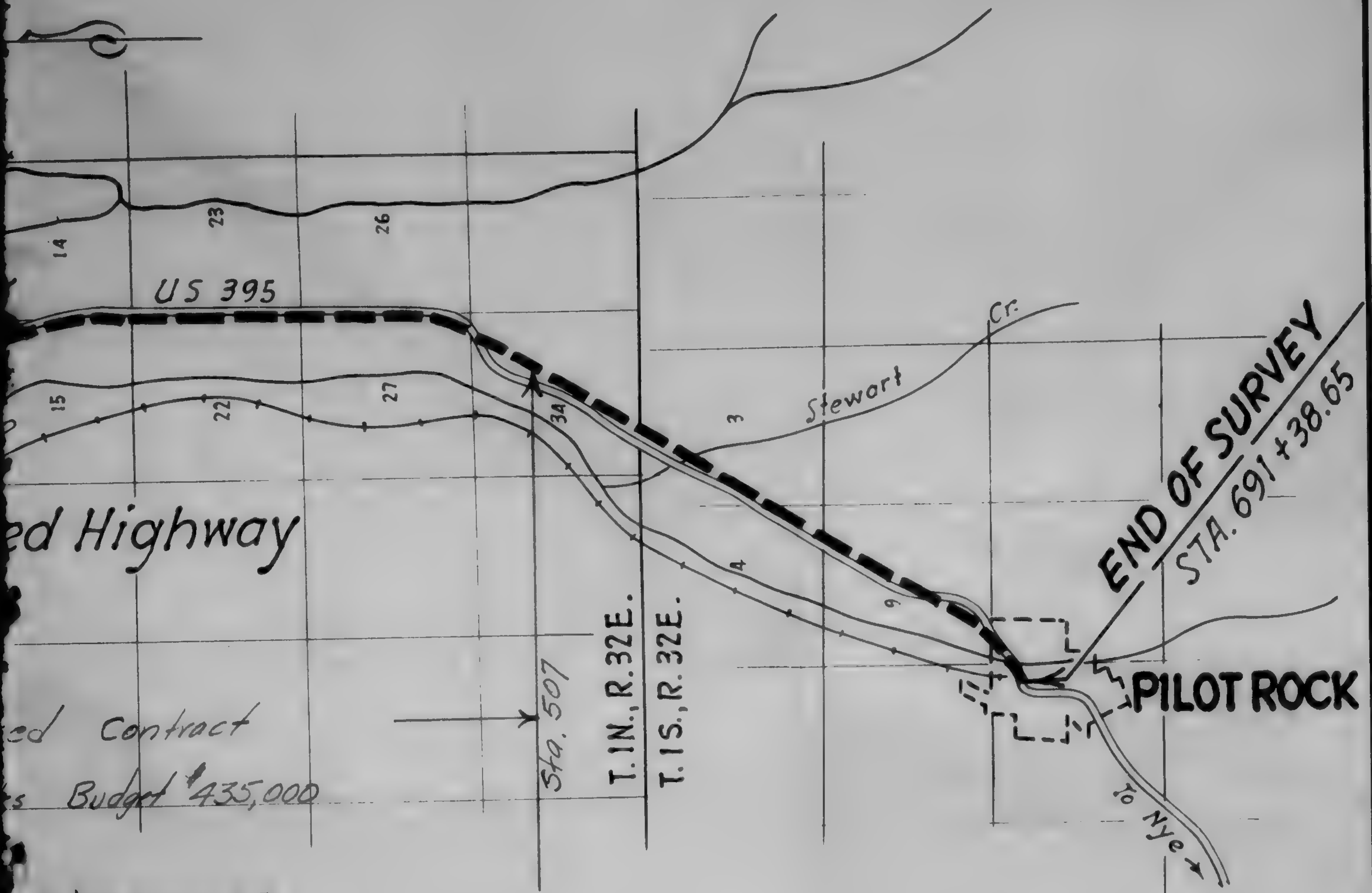
Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Forrest Cooper
Mr. R. L. Porter

WCW:me lg

1R-5-780


US 395
14
23
26
15
22
27
3A
3
4
9
Stewart
Cr.
ed Highway
ed Contract
es Budget $435,000
Sta. 507
T.1N., R.32E.
T.1S., R.32E.
END OF SURVEY
STA. 691+38.65
PILOT ROCK
To Nye

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Date 11-22-55

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

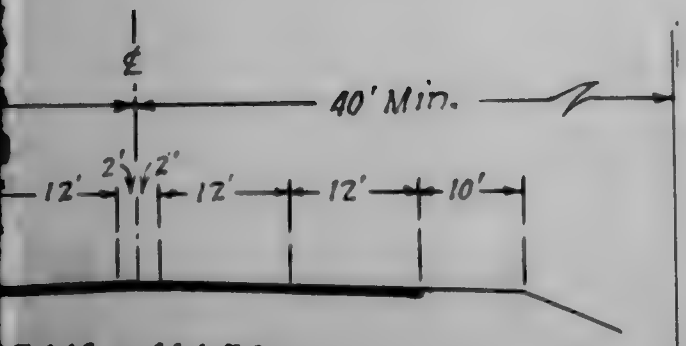
PENDLETON - PILOT ROCK SECTION

PENDLETON-JOHN DAY HIGHWAY

UMATILLA COUNTY

Scale: 1" = 1 Mile Aug., 1955

DRG. NO. 1R-5-780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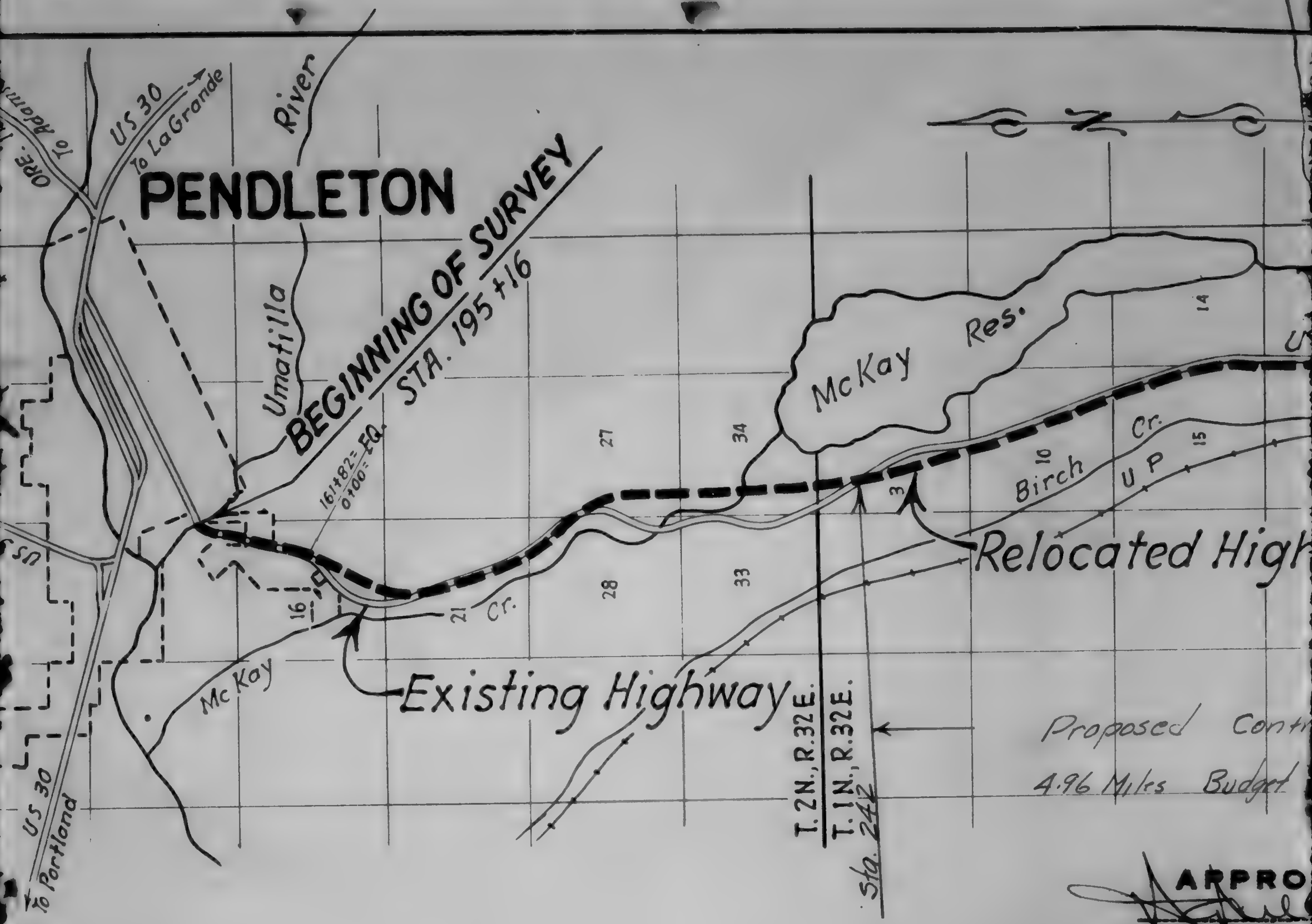
40' Min.
12'
2'
2'
12'
12'
10'

5+16 - 11+50

0+00 - 691+38.65

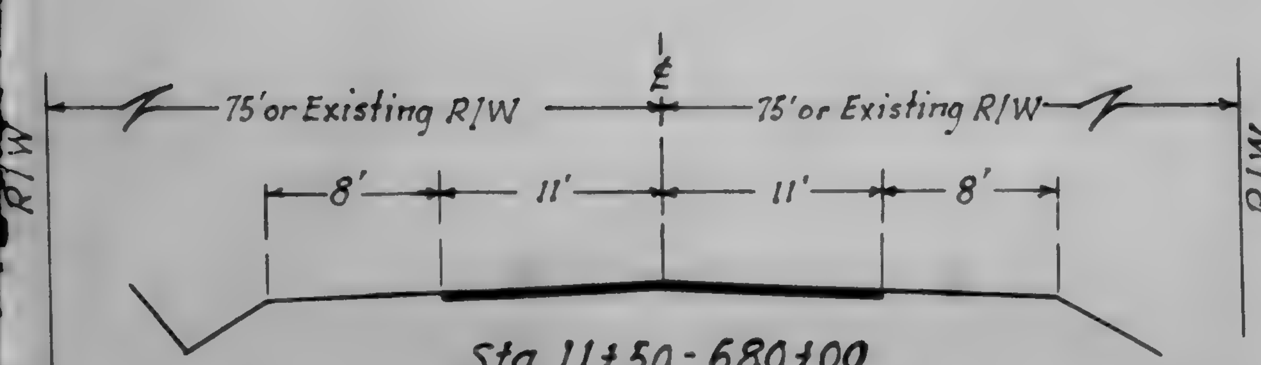

PENDLETON
BEGINNING OF SURVEY
STA. 195+16
161+82= EQ.
0+00=
Umatilla River
US 30
To LaGrande
ORE.
To Adams
US 30
To Portland
McKay Res.
McKay Cr.
21 Cr.
Birch Cr.
U P
Existing Highway
Relocated High
T. 2N., R. 32E.
T. 1N., R. 32E.
Sta. 242
27
34
14
10
3
15
16
28
33
Proposed Contr
4.96 Miles Budget

APPRO

DEPUTY STATE HIGHW

Date 11-2

TYPICAL SECTIONS


R/W
75' or Existing R/W
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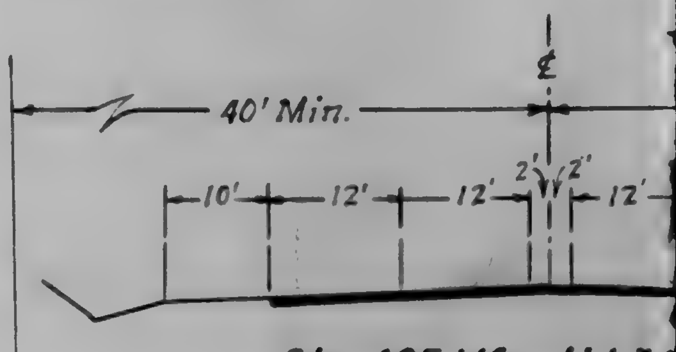
75' or Existing R/W
R/W
8'
11'
11'
8'

Sta. 11+50 - 680+00


40' Min.
℄
10'
12'
12'
2'
2'
12'

Sta. 195+16 - 11+50
" 680+00 - 691+38

Note: Climbing Lane to be provided where necessary

OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 11 1955
FOR FILING

FORM 230—30M—2-55—[illegible]
Const
R/W
Pendleton-John Day

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23rd, 1955

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer

NOTED
W. C. WILLIAMS

I am attaching a copy of a survey map on which I have indicated some breakdowns of costs on the northerly sections on the Pendleton-Pilot Rock job in accordance with your recent request. We are carrying an item of $435,000; therefore, it would appear that we could start at the northerly end of the 2.01-mile section shown in blue on the map and construct southerly to some point, probably in the vicinity of the south line of Section 14-15, T. 1 N., R. 32 E.

Raised
(Referred to
Mr [illegible])

Will you please give us instructions.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:AR
Enc.

NOTED
L. H. Young

RECEIVED
SEP 23 1955
OFFICE OF
STATE HIGHWAY ENGINEER

17

RECEIVED
NOV 25 1955
FOR FILING

F-155 (4)
4618

R

November 23, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

As a part of the Federal-aid Primary Highway Program, it is our desire to construct the Middle Unit, Pendleton-McKay Creek Section of the Pendleton-John Day Highway.

The program data for this project is as follows:

Item No.	202
County	Umatilla
Project No.	F-155
Federal Route No.	30
State Route No.	28
Termini	Approx. 5 miles So. of Pendleton to 3 miles north of Pilot Rock.
Construction Cost:	
Total Cost	$450,000
Federal Funds	270,000
State Funds	180,000
Other Funds	- -
Project Totals:	
Total Cost	$450,000
Federal Funds	270,000
Length	4.96 miles
Character of Proposed Work	Grade and Drain, 2-lane high type surfacing.

Traffic volumes are as follows:

1955 ADT	2,100
Per cent Commercial	12%
1975 ADT	4,800
Per cent Commercial	18%
30th Peak Hour	630

The proposed project is to grade and drain on improved grade and alignment and construct an asphaltic concrete pavement 22 feet wide with 8 foot shoulders.

It is desired, if possible, to have the project cleared for advertising on December 1 to permit bids to be received on the project at the letting scheduled for December 19 and 20.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:ia

T-134(3) East Unit, Crescent Lake Jct. 1936
Crescent Lake-California Jct.
4/19 Sec. of the Willamette Hwy.

RECEIVED

W. C. Williams

July 18th, 1957

FINAL COST ANALYSIS

E. Unit, Crescent Lake Jct.-The Dalles California Highway — Willamette Highway
Contract #4619 — Grading and Paving — Prefix 18-1071 F.A. F-184(3)
Warren Northwest, Contractor
A. A. Fossen, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Clearing & Grubbing		All	$	$	$ 9,500.00	$ 9,500.00
*Drainage Excav., Unclass.	60.47	Cu. Yd.	5.00	5.00	302.35	302.35
*General Excav., Unclass.	88,346.8	" "	0.21	0.21	18,552.83	18,552.83
*Short Overhaul	265,288.3	Yd. Sta.	0.01	0.01	2,652.88	2,652.88
*Long Overhaul	7,603.5	C-Yd. Sta.	0.35	0.35	2,661.23	2,661.23
*Finishing R/B and Slopes	7.3	Mile	500.00	500.00	3,650.00	3,650.00
*Rounding Cutbanks	9,700	Lin. Ft.	0.10	0.10	970.00	970.00
*12" Concrete Pipe	426	" "	2.00	2.00	852.00	852.00
*18" " "	126	" "	3.00	3.00	378.00	378.00
*24" " "	18	" "	5.00	5.00	90.00	90.00
**Metal Guard Rail	4,133	" "	3.00	2.25	9,299.25	12,399.00
**Metal Sight Posts	205	Each	2.75	2.50	512.50	563.75
2"-0 Material in Base	52,314	Cu. Yd.	1.80	1.758	91,997.95	94,165.20
3/4"-0 Material in Base	13,348	" "	2.00	1.999	26,693.76	26,696.00
***Sprinkling	4,342.8	M/Gal.	2.00	1.75	7,599.90	8,685.60
Preparation of Base	7.3	Mile	150.00	162.98	11 8 9.77	1,095.00
3/4"-0 in Binder Course	1,568	Cu. Yd.	3.00	2.45	3,842.63	4,704.00
RC-3 Asphalt in Binder Course	152.7	Ton	42.00	42.91	6,552.38	6,413.40
Asphaltic Concrete Mixture	22,077.03	"	4.00	4.497	99,581.00	88,308.12
RS-1 Asphalt in Tack Coat	6.25	"	55.00	51.21	320.11	343.75

DE

Contract No. 4619

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Extra for Asph. in Conc. Approaches	8	Each	$ 35.00	$ 16.28	$ 130.27	$ 280.00
Furn. & Place Agg. in Shoulder Oiling	1,800	Cu. Yds.	5.50	4.61	8,293.61	9,900.00
150-200 Asph. in Shoulder Oiling	96.04	Tons	41.00	41.45	3,981.05	3,937.64
RS-1 Asph. in Shoulder Oiling	33.99	"	45.00	52.12	1,771.63	1,529.55
PA #1 85-100 Asph. in Mixture	1,414.48	"	36.50	33.74	47,719.76	51,628.52
*PA #2 Falling, Bucking, Yarding, and Piling Logs	All		462.00	462.00	462.00	462.00
*PA #3 Extra Clearing	0.5	Acre	300.00	150.00	150.00	150.00
PA #4 ½"-0 Aggregate in Stockpile	211.27	Cu. Yds.	2.00	2.88	608.46	422.54
PA #4 ¼"-#10 Aggregate in Stockpile	373.4	" "	4.00	2.88	1,075.39	1,493.69
PA #4 3/4"-½" Aggregate in Stockpile	50.31	" "	2.00	2.88	144.89	100.62
PA #4 ½"-¼" Aggregate in Stockpile	136.23	" "	2.00	2.88	392.34	272.46
**PA #5 Furn. Type "B" Metal Sight Post	19	Each	1.30	1.30	24.70	24.70
Force Account (State's Share Flagging)					3,679.58	$ 3,679.58
					$355,632.22	$356,864.32

Gross Revenue	$356,864.32
Total Cost	355,632.22
Net Profit	$ 1,232.10

Net Profit Equals 0.34% of Gross Revenue

* Work done all or part by S. Stone
** Work done all or part by Geo. Berry
*** Work done all or part by Wm. Anderson

Warren Northwest, Inc.

Detail of Cost

Labor:			
Labor and Supervision		$63,295.46	
Labor Insurance		5,965.75	
			$ 69,261.21
Materials:			
85-100 Asphalt	1,439.51 Tons at $32.50 Incl. Freight	$46,784.08	
150-200 Asphalt	96.04 Tons at $32.80 Incl. Freight	3,150.11	
RS-1 Asphalt	40.24 Tons at $36.08 Incl. Freight	1,451.86	
RC-3 Asphalt	152.7 Tons at $34.72 Incl. Freight	5,301.74	
			56,687.79
Equipment Rentals & Misc. Supplies:			
Equipment Rentals (Owned)		$64,077.63	
Hired Trucks		64,586.39	
Gas, Oil and Grease		8,573.64	
Heating Oil		5,247.85	
Freight and Cartage		2,986.67	
P.L. and P.D. Insurance		791.18	
Small Tools & Misc. Supplies		2,427.25	
Bond		1,697.26	
Home Office and General Overhead		9,452.15	
			159,840.02
			$285,789.02
Paid to S. Stone (Items 1-10 Incl. Sublet)			42,688.54
Paid to George Berry (Guard Rail and Sight Posts)			8,572.00
Paid to Harding Blasting Co.			10,982.76
Paid to W. A. Anderson (Hauling Water)			7,599.90
Total Cost			$355,632.22

Breakdown of Crushing Cinders

	Quantity	Unit	Cost	Unit Cost
Move In, Set Up and Clearing Plant Site	67,230	Cu. Yd.	$ 6,285.94	$0.093
Haul to Crusher	67,230	" "	14,070.36	0.209
Crushing	67,230	" "	19,532.12	0.29
Stockpiling at Plant	67,230	" "	3,405.92	0.05
	67,230	Cu. Yd.	$43,294.34	$0.642

The crushing plant operated 322 hours to produce 67,230 cu. yd. of cinders, for an average production of 208.7 cu. yd. per working hour.

Breakdown of Crushing Cinders

	Quantity	Unit	Cost	Unit Cost
Move In, Set Up and Clearing Plant Site	67,230	Cu. Yd.	$ 6,285.94	$0.093
Haul to Crusher	67,230	" "	14,070.36	0.209
Crushing	67,230	" "	19,532.12	0.29
Stockpiling at Plant	67,230	" "	3,405.92	0.05
	67,230	Cu. Yd.	$43,294.34	$0.642

The crushing plant operated 322 hours to produce 67,230 cu. yd. of cinders, for an average production of 208.7 cu. yd. per working hour.

Breakdown of Crushing

Fisher Quarry

	Quantity	Unit	Cost	Unit Cost
Move In and Set Up	21,800	Cu. Yd.	$ 5,766.11	$0.264
Drill and Shoot (Hired)	21,800	" "	10,982.76	0.503
Load and Haul to Crusher	21,800	" "	16,793.78	0.77
Crushing	21,800	" "	21,785.00	0.999
Haul to Stockpile and S.P.	21,800	" "	7,512.42	0.344
	21,800	Cu. Yd.	$62,840.07	$2.88

The crusher operated 431 hours to produce 21,800 cu. yd., for an average production of 50.5 cu. yd. per working hour.

Warren-Northwest

Breakdown of Paving Cost

Item	Quantity	Unit	Cost	Unit Cost
Move In and Set Up	22,131	Tons	$ 5,544.84	$0.25
Feed Plant	22,131	Tons	2,439.06	0.11
Heat and Mix	22,131	Tons	19,587.95	0.885
Haul to Street (Hired Trucks)	22,077.03	Tons	11,882.52	0.536
Street Work and Flagging	22,077.03	Tons	9,136.75	0.412
Cost of Aggregates	22,131	Tons	50,989.88	2.304
Total Cost of Mix	22,131	Tons	$99,581.00	$4.497
85-100 Asphalt (Bid Separate)	22,131	Tons	47,719.76	2.156
Total Cost	22,131	Tons	$147,300.76	$6.653

The paving plant operated 129 hours to produce 22,131 tons of plant mix, an average of 171.5 tons per working hour.

Note: 54 tons of plant mix was rejected due to poor mix. The contractor was not p aid for this.

Remarks:

This was a "Federal Aid Primary Project" calling for the construction of 7.31 miles of highway roadbed, construction of 7.31 miles of stone base and the construction of 7.31 miles of asphaltic concrete pavement. The project was bid December 20th, 1955. Work started April 20th, 1956 and the project was completed November 9th, 1956.

On April 20th, 1956 Shirley Stone, subcontractor on Items 1 to 10 inclusive and price agreements Nos. 2 and 3, started clearing and grubbing. All items were sublet at bid prices. All of the above items were completed by July 3rd, 1956.

On June 30th, 1956 the prime contractor started clearing of plant site and moving crushing plant into cinder pit (Mabel Butte) located 3.8 miles northwest from M.P. 73.4 on the Willamette Highway.

The crushing p lant was fed with a 1½-yard shovel and two 6 cu. yd. Dumptors. A D8 cat and dozer were used to push cinders to the shovel. All crushed cinders were run out on belts to stockpiles. All cinders were loaded out with a 30-inch belt feeder into hired trucks.

On August 16th, 1956 the crushing plant was moved into the Fisher quarry which is located 0.8 mile westerly of M.P. 199.9 on the The Dalles-California Highway. All drilling and shooting of this quarry was sublet to the Harding Blasting Co. The rock from this quarry broke very large, requiring lots of reshooting. Even with reshooting, lots of the rock was too bid to go through the crushing plant. A 3/4 cu. yd. shovel with boom was set up at the feeder to lift out the large rock. Having large rock, production was very low on all crushed materials from this quarry.

A 5,000-lb. batch paving plant was moved into stockpiles adjacent to the crushing plant. Paving was started September 3rd, 1956 and completed September 25th, 1956. A loss was suffered on asphaltic concrete mixture due to high cost of plant aggregate.

Due to high cost of crushed rock, the contractor realized only a very small profit from this project.

M. N. Juve
Chief Cost Analyst

By . . K. T. Wechter

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 21, 1957

(CONTRACT NO.) F-184(3)	(EST. NO.)	(CONTRACTOR)
4619	9-Final	Warren Northwest, Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
6157	H-176496	$ 10,709.84	3/20/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 30, 1956

Time Extensions: to Nov. 9, 1956

Completion Date: Nov. 9, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-21-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: MAR 21 1957

Ruth Rawlings

NOTED ON CARD

RECEIVED
MAR 8 1957
FOR FILING

[illegible]

4619

March 8, 1957

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4619 for work performed on the East Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County was completed by the contractor, Warren Northwest, Inc., on November 9 and was formally accepted by the Highway Commission on December 17, 1956.

Final payment in the amount of $10,709.84 will be released to the contractor on or after March 18, 1957. The total contract amount is $356,864.32, of which amount $3,679.58 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

ORGEON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

FORM E-120 [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
DEC 28 1956
FOR FILING

4619

December 28, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on December 17 had under discussion your request for an extension of time from September 30 to November 9, 1956 within which to complete your contract No. 4619, covering East Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dean Swift,
Division Engineer

A. A. Fossen,
Resident Engineer

Tom Edwards,
Construction Engineer

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DEC 13 1956
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F 184(3)

4619

December 12, 1956

Request for extension of time
No. 16
December 17 and 18 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Warren Northwest, Inc. for an extension of time on the East Unit, Crescent Lake Junction-The Dalles-California Junction Section, Contract No. 4619, from September 30, 1956 to November 9, 1956.

Heavy snows in the area of this contract prevented the contractor from doing very effective work until about the first of June. As soon as the weather moderated, he expedited the work to the best of his ability and actually completed it on November 9. We suffered no inconvenience or added expense because of the overrun, and I recommend that the extension be granted without penalty.

Mr. C. C. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.
cc Mr. Tom Edwards

EAP:of hi

RECEIVED
DEC 3 1956
FOR FILING
F-184 (3)

4619

December 3, 1956

CERTIFIED MAIL

Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Warren Northwest, Inc. in connection with contract No. 4619, covering the East Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County. This payment in the amount of $18,290.00 will be released to the contractor on or after December 13, 1956. The retained percentage is $10,705.81.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

RECEIVED
DEC 5 1956
FOR FILING

F-184(3)

4619

December 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the East Unit, Crescent Lake Junction-The Dalles California Junction, Contract No. 4619, Oregon F-184 (3), from September 30, 1956, to and including, November 9, 1956 to Warren Northwest, Inc., contractors.

Heavy snows in the area of this contract prevented the contractor from doing very effective work until about the first of June. As soon as the weather moderated he expedited the work to the best of his ability and actually completed the job on November 9th. We suffered no inconvenience because of the overrun, and I would recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc to: Tom Edwards

Form E-1—1956—1-56

C GON STATE HIGHWAY DEPARTM

F184 (3)

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

E-UNIT

For Week Ending November 24, 1956

Section Crescent Lake Jct.- The Dalles - Cal.Jct.

Kind of work Grading and Paving

Highway Willamette

Section prefix 18-1071

Contractor Warren Northwest Inc.

Contract number 4619

Date of contract Febr. 2, 1956

Date of completion Sept30,1956 Extension asked to Nov.9, 1956

Date work started April 20, 1956

Estimated date of completion Nov. 9, 1956 to Nov.9,1956

Project authorization $ 413,146.69

Exclusive of Engineering $ 383,767.37

Per cent of time elapsed 282/242 116.53 %

Estimated cost of completed project, exclusive of engineering $ 356, ~~751x61~~ 861.37

Estimated per cent overrun or underrun Underrun 7.9[illegible] %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 29,379.32

Engineering cost to date $ 23,683.28 Final, 70.61 %

Date project was completed November 9, 1956 19 Extension of Time Required to

---

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Clearing and burning work started on April 20 and was completed June 28.

Stripping, drilling and shooting in the rock quarry started May 8 and was completed June 28 except for some more secondary drilling and shooting during August and September.

Setting up of the crusher at Mabel Butte the source of the base surfacing materials started during the week of June 30. Crushing started July 17 and was completed August 14.

Grading work started May 14 and was completed on July 3.

Setting up the paving plant started on July 25 and completed on August 4.

Hauling and placing of 2"-0" base surfacing material from the Mabel Butte source started on July 25 and was completed August 17. Hauling and placing of the 3/4"-0" top or leveling course started on August 18 and was completed August 23.

The crusher was moved from Mabel Butte(starting August 16) and set up at the old Fisher rock quarry . Crushing of AC aggregates and shoulder oiling materials got underway Aug 29 and completed on October 2. Placing of the specified binder course started August 21 and was completed August ~~XX~~ 27. Placing of the AC pavement began on September 3 and completed September 25. Placing of the 4 foot 0-11 oiled shoulders statrted on October 5 and was completed on October 8. As requested by the Division Engineer no final sealing of the AC pavement was attempted . Installation of sight posts and guard rail began on October 17 and completed Oct, 25. Painting of guard rail started Nov 6 and completed Nov 9. Semi-final estimate submitted to the Division office November 21 1956.

Signed A. A. Fossen Resident Engineer

FINAL REPORT.

Address Box 151, Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 8806

Noted
M. N. Juve

OFFICE OF
CONSTRUCTION ENGINEER

NOTED
V. D. WOLFE

TOM EDWAR

NOTED
L. H. Young

	GRADING	SURFACING	MAI NANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.30	7.30		7.31	7.31
Miles partially completed	0	0		0	0
Miles completed	7.30	7.30		7.31	7.31
Total estimated quantities (contract)	86,000	68,600	Asph agg	500 3,260	1,400 T 23,100 T
Total quantities corrected to date	88,346.8	65,662	Asph agg	288.98 3,368	1,414.48 22,077.03
Final ~~Estimated~~ quantities moved or placed to date	88,346.8	65,662	Asph agg	288.98 3,368	1,414.48 22,077.03 78.57
Average daily quantities	2,209	1,824		Variable	1,226.5
Average daily quantities necessary to complete project on time	Completed	Completed		Completed	Completed
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Overcast & Snow		
Monday	Cold+8° & Clear		
Tuesday	Cool & Clear		
Wednesday	Clear		
Thursday	Clear		
Friday	Clear		
Saturday	Clear		

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NOV 19 1956
FOR FILING

F-184(3)

4619

November 14, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 9, 1956, on Contract No. 4619, East Unit, Crescent Lake Jct.-The Dalles-California Jct. Section, in Klamath County, in connection with Federal Aid Project No. F-184(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DHP:lmr

CC: County & City Relations

RECEIVED
OCT 1956

FORM E-30X—50M—11-55—90225

F-184 (3)

4619

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 10th, 1956

SUBJECT: E. Unit, Crescent Lake Jct.-
The Dalles-California Jct.
Contract No. 4619

To: Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

Reference is made to Laboratory Reports Nos. 403979 and 403980, dated October 5th, 1956, showing 6.1 and 6.0 percent excess material passing the ½-inch screen for the 3/4"-½" crushed rock being produced by Warren Northwest.

While this amount of excess fines will not condemn the material, it will prevent the required knit of the following aggregate course in the proposed 0-11 surfacing. Will you please instruct the resident engineer to have the contractor so adjust his plant operations that the 3/4"-½" crushed rock gradation will fall within the specified band.

Also, please have him mark samples of improved aggregate so that it is clear they represent corrected aggregate.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY/WCH:AR

cc to: Forrest Cooper
Ray Webber

NOTED
FORREST COOPER

RECEIVED
OCT 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

Form PR 2 (Revised 1950)

CPR8-2052

State Oregon

Project No. F-184(3)

4619

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this [illegible] day of June, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of November, 1955, a program, which was approved on the 23rd day of November, 1955, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 2nd day of December, 1955, and the sum of two hundred fifty nine thousand and 00/100 dollars ($259,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 25+24.38 and 412+00, northwest of Chemult,

, length 7.323 miles, in Klamath County, being Oregon project No. F-184(1), consisting of 7.310 miles of roadway and one bridge~~s, each~~ of more than 20 feet clear span, 0.013 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

two hundred fifty nine thousand and 00/100

dollars ($259,000.00), which does not exceed the authorized Federal pro rata share of

four hundred nineteen thousand, three hundred sixteen and 15/100

dollars ($419,316.15), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Bureau of Public Roads.

A4.62

U. S. GOVERNMENT PRINTING OFFICE 16—11370-8

Oregon State Highway Department

Federal Aid
Project No. F-104(3)

EAST UNIT, CRESCENT LAKE JUNCTION-THE DALLES-CALIFORNIA JUNCTION SECTION OF THE WILLAMETTE HIGHWAY IN KLAMATH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1956

Type Code 6201
2 Lane Roadway (Sta. 25+24.38 to Sta. 159+00)(Sta. 192+00 to Sta. 412+00)
(Contract No. 1619)

All	Required	Clearing and Grubbing (90%)	$	$ 8,550.00
30	cu. yds.	Drainage Excavation, Unclassified	5.00	150.00
61,800	cu. yds.	General Excavation, Unclassified	0.21	12,978.00
215,600	yd. sta.	Short Overhaul	0.01	2,156.00
5,100	C-yd.sta.	Long Overhaul	0.35	1,785.00
6.68	miles	Finishing Roadbed and Slopes	500.00	3,340.00
7,500	lin. ft.	Rounding Cutbanks	0.10	750.00
280	lin. ft.	12-inch Concrete Pipe	2.00	560.00
140	lin. ft.	18-inch Concrete Pipe	3.00	420.00
18	lin. ft.	24-inch Concrete Pipe	5.00	90.00
4,500	lin. ft.	Metal Guard Rail	3.00	13,500.00
180	only	Metal Sight Posts	2.75	495.00
46,800	cu. yds.	2" - 0 Material in Base	1.80	84,240.00
12,100	cu. yds.	3/4" - 0 Material in Base	2.00	24,200.00
1,450	M-gal.	Sprinkling	2.00	2,900.00
6.68	miles	Preparation of Base	150.00	1,002.00
900	cu. yds.	3/4" - 0 Material in Binder Course	3.00	2,700.00
150	tons	RC-3 Asphalt in Binder Course	42.00	6,300.00
18,900	tons	Asphaltic Concrete Mixture	4.00	75,600.00
1,150	tons	120-150 Asphalt in Mixture	36.50	41,975.00
40	tons	RS-1 Asphalt in Tack Coat	55.00	2,200.00
14	only	Extra for Asphaltic Concrete Approaches	35.00	490.00
80	tons	RS-2 Asphalt in Pavement Seal	45.00	3,600.00
380	cu. yds.	Aggregate in Pavement Seal	6.00	2,280.00
1,535	cu. yds.	Furnishing & Placing Aggregates in Shoulder Oiling	5.50	8,442.50
115	tons	150-200 Asphalt in Shoulder Oiling	41.00	4,715.00
35	tons	RS-1 Asphalt in Shoulder Oiling	45.00	1,575.00
				$306,993.50
All	Required	Flagging (57½% of Contractor's Cost)		3,000.00
		Subtotal		$309,993.50
		10% Engr. & Cont.		30,999.35
		Total		$340,992.85

Length of Roadway 6.685 Miles
Cost of Roadway Per Mi. $51,008.65

Type Code 6201
4 Lane Roadway (Sta. 159+00 to Sta. 172+00)(Contract No. 1612)

All Required	Clearing and Grubbing (10%)	$	$ 950.00
24,200 cu. yds.	General Excavation, Unclassified	0.21	5,082.00
54,400 yd. sta.	Short Overhaul	0.01	544.00
500 C-yd.sta.	Long Overhaul	0.35	175.00
0.63 mile	Finishing Roadbed and Slopes	500.00	315.00
2,500 lin. ft.	Rounding Cutbanks	0.10	250.00
20 only	Metal Sight Posts	2.75	55.00
7,900 cu. yds.	2" - 0 Material in Base	1.80	14,220.00
1,800 cu. yds.	3/4" - 0 Material in Base	2.00	3,600.00
250 M-gal.	Sprinkling	2.00	500.00
0.63 mile	Preparation of Base	150.00	94.50
200 cu. yds.	3/4" - 0 Material in Binder Course	3.00	600.00
30 tons	RC-3 Asphalt in Binder Course	42.00	1,260.00
4,200 tons	Asphaltic Concrete Mixture	4.00	16,800.00
250 tons	120-150 Asphalt in Mixture	36.50	9,125.00
10 tons	RS-1 Asphalt in Tack Coat	55.00	550.00
20 tons	RS-2 Asphalt in Pavement Seal	45.00	900.00
80 cu. yds.	Aggregate in Pavement Seal	6.00	480.00
165 cu. yds.	Furnishing & Placing Aggregates in Shoulder Oiling	5.50	907.50
15 tons	150-200 Asphalt in Shoulder Oiling	41.00	615.00
5 tons	RS-1 Asphalt in Shoulder Oiling	45.00	225.00
	Subtotal		$ 57,248.00
	10% Engr. & Cont.		5,724.80
	Total		$ 62,972.80

Length of Roadway 0.625 Mile
Cost of Roadway Per Mi. $100,756.48

Type Code 1031
Little Deschutes River Bridge (Sta. 219+98 to Sta. 220+65)(Contract No. 1627)

All Required	Alter Structure and Provide for Traffic	$	$ 2,800.00
30 cu. yds.	Structural Excavation	20.00	600.00
400 lin. ft.	Furnish Treated Timber Piling	2.60	1,040.00
16 only	Drive Timber Piling	110.00	1,760.00
60 cu. yds.	Class "A" Concrete	90.00	5,400.00
11,500 lbs.	Metal Reinforcement	0.13	1,495.00
2 M-FBM	Treated Timber in Place	430.00	860.00
	Subtotal		$ 13,955.00
	10% Engr. & Cont.		1,395.50
	Total		$ 15,350.50

Length of Structure 0.013 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2 Lane Roadway	$340,992.85	$210,622.00	$130,370.85
4 Lane Roadway	62,972.80	38,897.00	24,075.80
Structure	15,350.50	9,481.00	5,869.50
	$419,316.15	$259,000.00	$160,316.15

State Funds for Const.: Chap. 157, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid Project
No. F-184(3)

EAST UNIT, CRESCENT LAKE JUNCTION-THE DALLES-CALIFORNIA

JUNCTION SECTION OF THE WILLAMETTE HIGHWAY

IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Feb. 15, 1956

Type Code 6201
2-lane Roadway (Sta. 25+24.38 to Sta. 159+00)(Sta. 192+00 to Sta. 412+00)(Contract No. 4619)

All Required	Clearing and Grubbing (90%)		$ 8,550.00
30 cu. yds.	Drainage Excavation, Unclassified	$ 5.00	150.00
61,800 cu. yds.	General Excavation, Unclassified	0.21	12,978.00
215,600 yd. sta.	Short Overhaul	0.01	2,156.00
5,100 C-yd. sta.	Long Overhaul	0.35	1,785.00
6.68 miles	Finishing Roadbed and Slopes	500.00	3,340.00
7,500 lin. ft.	Rounding Cutbanks	0.10	750.00
280 lin. ft.	12-inch Concrete Pipe	2.00	560.00
140 lin. ft.	18-inch Concrete Pipe	3.00	420.00
18 lin. ft.	24-inch Concrete Pipe	5.00	90.00
4,500 lin. ft.	Metal Guard Rail	3.00	13,500.00
180 only	Metal Sight Posts	2.75	495.00
46,800 cu. yds.	2" - 0 Material in Base	1.80	84,240.00
12,100 cu. yds.	3/4" - 0 Material in Base	2.00	24,200.00
1,450 M-gal.	Sprinkling	2.00	2,900.00
6.68 miles	Preparation of Base	150.00	1,002.00
900 cu. yds.	3/4" - 0 Material in Binder Course	3.00	2,700.00
150 tons	RC-3 Asphalt in Binder Course	42.00	6,300.00
18,900 tons	Asphaltic Concrete Mixture	4.00	75,600.00
1,150 tons	120-150 Asphalt in Mixture	36.50	41,975.00
40 tons	RS-1 Asphalt in Tack Coat	55.00	2,200.00
14 only	Extra for Asphaltic Concrete Approaches	35.00	490.00
80 tons	RS-2 Asphalt in Pavement Seal	45.00	3,600.00
380 cu. yds.	Aggregate in Pavement Seal	6.00	2,280.00
1,535 cu. yds.	Furnishing and Placing Aggregates in Shoulder Oiling	5.50	8,442.50
115 tons	150-200 Asphalt in Shoulder Oiling	41.00	4,715.00
35 tons	RS-1 Asphalt in Shoulder Oiling	45.00	1,575.00
			$306,993.50
All Required	Flagging (57½% Contractors Cost)		3,000.00
		Subtotal	$309,993.50
		10% Engr. & Cont.	30,999.35
			$340,992.85

Length of Roadway 6.685 miles
Cost of Roadway per mile $51,008.65

Type Code 6201
4-lane Roadway (Sta. 159+00 to Sta. 192+00)(Contract No. 4619)

All	Required	Clearing and Grubbing (10%)		$ 950.00
24,200	cu. yds.	General Excavation, Unclassified	$ 0.21	5,082.00
54,400	yd. sta.	Short Overhaul	0.01	544.00
500	C-yd. sta.	Long Overhaul	0.35	175.00
0.63	mile	Finishing Roadbed and Slopes	500.00	315.00
2,500	lin. ft.	Rounding Cutbanks	0.10	250.00
20	only	Metal Sight Posts	2.75	55.00
7,900	cu. yds.	2" - 0 Material in Base	1.80	14,220.00
1,800	cu. yds.	3/4" - 0 Material in Base	2.00	3,600.00
250	M-gal.	Sprinkling	2.00	500.00
0.63	mile	Preparation of Base	150.00	94.50
200	cu. yds.	3/4" - 0 Material in Binder Course	3.00	600.00
30	tons	RC-3 Asphalt in Binder Course	42.00	1,260.00
4,200	tons	Asphaltic Concrete Mixture	4.00	16,800.00
250	tons	120-150 Asphalt in Mixture	36.50	9,125.00
10	tons	RS-1 Asphalt in Tack Coat	55.00	550.00
20	tons	RS-2 Asphalt in Pavement Seal	45.00	900.00
80	cu. yds.	Aggregate in Pavement Seal	6.00	480.00
165	cu. yds.	Furnishing and Placing Aggregates in Shoulder Oiling	5.50	907.50
15	tons	150-200 Asphalt in Shoulder Oiling	41.00	615.00
5	tons	RS-2 Asphalt in Shoulder Oiling	45.00	225.00
			Subtotal	$ 57,248.00
			10% Engr. & Cont.	5,724.80
			Total	$ 62,972.80

Length of Roadway 0.625 mile
Cost of Roadway per mile $100,756.48

Type Code X001
Little Deschutes River Bridge (Sta. 219+98 to Sta. 220+65)

All	Required	Alter Structure and Provide for Traffic		$ 5,500.00
30	cu. yds.	Structural Excavation	$ 10.00	300.00
400	lin. ft.	Furnish Treated Timber Piling	2.00	800.00
16	only	Drive Timber Piling	60.00	960.00
60	cu. yds.	Class "A" Concrete	80.00	4,800.00
11,500	lbs.	Metal Reinforcement	0.13	1,495.00
2	M-FBM	Treated Timber in Place	500.00	1,000.00
			Subtotal	$ 14,855.00
			10% Engr. & Cont.	1,485.50
			Total	$ 16,340.50

Length of Structure 0.013 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-lane Roadway	$340,992.85	$210,937.00	$130,055.85
4-lane Roadway	62,972.80	38,955.00	24,017.80
Structure	16,340.50	10,108.00	6,232.50
	$420,306.15	$260,000.00	$160,306.15

Oregon State Highway Department

Federal Aid
Project No. F-184(3)

EAST UNIT, CRESCENT LAKE JUNCTION-THE DALLES-CALIFORNIA

JUNCTION SECTION OF THE WILLAMETTE HIGHWAY

IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Jan. 9, 1956

Type Code 6201
2 Lane Roadway (Sta.25+24.38 to Sta. 159+00)(Sta.192+00 to Sta. 412+00)(Low Bid Prices)

All Required	Clearing and Grubbing(90%)	$	$ 8,550.00
30 cu. yds.	Drainage Excavation, Unclassified	5.00	150.00
61,800 cu. yds.	General Excavation, Unclassified	0.21	12,978.00
215,600 yd. sta.	Short Overhaul	0.01	2,156.00
5,100 C-yd.sta.	Long Overhaul	0.35	1,785.00
6.68 miles	Finishing Roadbed and Slopes	500.00	3,340.00
7,500 lin. ft.	Rounding Cutbanks	0.10	750.00
280 lin. ft.	12-inch Concrete Pipe	2.00	560.00
140 lin. ft.	18-inch Concrete Pipe	3.00	420.00
18 lin. ft.	24-inch Concrete Pipe	5.00	90.00
4,500 lin. ft.	Metal Guard Rail	3.00	13,500.00
180 only	Metal Sight Posts	2.75	495.00
46,800 cu. yds.	2" - 0 Material in Base	1.80	84,240.00
12,100 cu. yds.	3/4" - 0 Material in Base	2.00	24,200.00
1,450 M-gal.	Sprinkling	2.00	2,900.00
6.68 miles	Preparation of Base	150.00	1,002.00
900 cu. yds.	3/4" - 0 Material in Binder Course	3.00	2,700.00
150 tons	RC-3 Asphalt in Binder Course	42.00	6,300.00
18,900 tons	Asphaltic Concrete Mixture	4.00	75,600.00
1,150 tons	120-150 Asphalt in Mixture	36.50	41,975.00
40 tons	RS-1 Asphalt in Tack Coat	55.00	2,200.00
14 only	Extra for Asphaltic Concrete Approaches	35.00	490.00
80 tons	RS-2 Asphalt in Pavement Seal	45.00	3,600.00
380 cu. yds.	Aggregate in Pavement Seal	6.00	2,280.00
1,535 cu. yds.	Furnishing and Placing Aggregates in Shoulder Oiling	5.50	8,442.50
115 tons	150-200 Asphalt in Shoulder Oiling	41.00	4,715.00
35 tons	RS-1 Asphalt in Shoulder Oiling	45.00	1,575.00
			$306,993.50
All Required	Flagging (57½% Contractor's Cost)		3,000.00
	Subtotal		$309,993.50
	10% Engr. & Cont.		30,999.35
			$340,992.85

Type Code 6201
4 Lane Roadway (Sta. 159+00 to Sta. 192+00)(Low Bid Prices)

All Required	Clearing and Grubbing (10%)	$	$ 950.00
24,200 cu. yds.	General Excavation, Unclassified	0.21	5,082.00
54,400 yd. sta.	Short Overhaul	0.01	544.00
500 C-yd.sta.	Long Overhaul	0.35	175.00
0.63 mile	Finishing Roadbed and Slopes	500.00	315.00
2,500 lin. ft.	Rounding Cutbanks	0.10	250.00
20 only	Metal Sight Posts	2.75	55.00
7,900 cu. yds.	2" - 0 Material in Base	1.80	14,220.00
1,800 cu. yds.	3/4" - 0 Material in Base	2.00	3,600.00
250 M-gal.	Sprinkling	2.00	500.00
0.63 mile	Preparation of Base	150.00	94.50
200 cu. yds.	3/4" - 0 Material in Binder Course	3.00	600.00
30 tons	RC-3 Asphalt in Binder Course	42.00	1,260.00
4,200 tons	Asphaltic Concrete Mixture	4.00	16,800.00
250 tons	120-150 Asphalt in Mixture	36.50	9,125.00
10 tons	RS-1 Asphalt in Tack Coat	55.00	550.00
20 tons	RS-2 Asphalt in Pavement Seal	45.00	900.00
80 cu. yds.	Aggregate in Pavement Seal	6.00	480.00
165 cu. yds.	Furnishing and Placing Aggregates in Shoulder Oiling	5.50	907.50
15 tons	150-200 Asphalt in Shoulder Oiling	41.00	615.00
5 tons	RS-1 Asphalt in Shoulder Oiling	45.00	225.00
	Subtotal		$ 57,248.00
	10% Engr. & Cont.		5,724.80
	Total		$ 62,972.80

Length of Roadway 0.625 Mile
Cost of Roadway Per Mi. $100,756.48

Type Code X001
Little Deschutes River Bridge (Sta. 219+98 to Sta. 220+65)

All Required	Alter Structure and Provide for Traffic	$	$ 5,000.00
30 cu. yds.	Structural Excavation	10.00	300.00
400 lin. ft.	Furnish Treated Timber Piling	2.00	800.00
16 only	Drive Timber Piling	75.00	1,200.00
60 cu. yds.	Class "A" Concrete	75.00	4,500.00
11,500 lbs.	Metal Reinforcement	0.13	1,495.00
2 M-FBM	Treated Timber in Place	400.00	800.00
	Subtotal		$ 14,095.00
	10% Engr. & Cont.		1,409.50
	Total		$ 15,504.50

Length of Structure 0.013 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2 Lane Roadway	$340,992.85	$210,545.00	$130,447.85
4 Lane Roadway	62,972.80	38,882.00	24,090.80
Structure	15,504.50	9,573.00	5,931.50
	$419,470.15	$259,000.00	$160,470.15

Oregon State Highway Department

Federal Aid
Project No. F-184(3)

EAST UNIT, CRESCENT LAKE JUNCTION-THE DALLES-CALIFORNIA JUNCTION SECTION OF THE WILLAMETTE HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Nov. 28, 1955

Type Code 6201
2 Lane Roadway (Sta. 25+24.38 to Sta. 159+00)(Sta. 192+00 to Sta. 412+00)

All	Required	Clearing and Grubbing (90%)	$	$ 9,000.00
30	cu. yds.	Drainage Excavation, Unclassified	3.00	90.00
61,800	cu. yds.	General Excavation, Unclassified	0.30	18,540.00
215,600	yd. sta.	Short Overhaul	0.01	2,156.00
5,100	C-yd.sta.	Long Overhaul	0.45	2,295.00
6.68	miles	Finishing Roadbed and Slopes	400.00	2,672.00
7,500	lin. ft.	Rounding Cutbanks	0.18	1,350.00
280	lin. ft.	12" Concrete Pipe	2.00	560.00
140	lin. ft.	18" Concrete Pipe	3.50	490.00
18	lin. ft.	24" Concrete Pipe	4.50	81.00
4,500	lin. ft.	Metal Guard Rail	2.40	10,800.00
180	only	Metal Sight Posts	2.50	450.00
46,800	cu. yds.	2" - 0 Material in Base	2.20	102,960.00
12,100	cu. yds.	3/4" - 0 Material in Base	2.35	28,435.00
1,450	M-gal.	Sprinkling	2.50	3,625.00
6.68	miles	Preparation of Base	200.00	1,336.00
900	cu. yds.	3/4" - 0 Material in Binder Course	3.50	3,150.00
150	tons	RC-3 Asphalt in Binder Course	45.00	6,750.00
18,900	tons	Asphaltic Concrete Mixture	3.50	66,150.00
1,150	tons	120-150 Asphalt in Mixture	36.00	41,400.00
40	tons	RS-1 Asphalt in Tack Coat	45.00	1,800.00
14	only	Extra for Asphaltic Concrete Approaches	25.00	350.00
80	tons	RS-2 Asphalt in Pavement Seal	50.00	4,000.00
380	cu. yds.	Aggregate in Pavement Seal	5.00	1,900.00
1,535	cu. yds.	Furnishing and Placing Aggregates in Shoulder Oiling	4.50	6,907.50
115	tons	150-200 Asphalt in Shoulder Oiling	42.00	4,830.00
35	tons	RS-1 Asphalt in Shoulder Oiling	45.00	1,575.00
				$323,652.50
All	Required	Flagging (57½% of Contractor's Cost)		3,000.00
		Subtotal		$326,652.50
		10% Engr. & Cont.		32,665.25
		Total		$359,317.75

Length of Roadway	6.685 Miles
Length of 1 Structure	0.013 Mile
Total Length	6.698 Miles
Cost of Roadway Per Mi.	$53,749.85

Type Code 6201

4 Lane Roadway (Sta. 159+00 to Sta. 192+00)

All	Required	Clearing and Grubbing (10%)	$	$ 1,000.00
24,200	cu. yds.	General Excavation, Unclassified	0.30	7,260.00
54,400	yd. sta.	Short Overhaul	0.01	544.00
500	C-yd.sta.	Long Overhaul	0.45	225.00
0.63	mile	Finishing Roadbed and Slopes	400.00	252.00
2,500	lin. ft.	Rounding Cutbanks	0.18	450.00
20	only	Metal Sight Posts	2.50	50.00
7,900	cu. yds.	2" - 0 Material in Base	2.20	17,380.00
1,800	cu. yds.	3/4" - 0 Material in Base	2.35	4,230.00
250	M-gal.	Sprinkling	2.50	625.00
0.63	mile	Preparation of Base	200.00	126.00
200	cu. yds.	3/4" - 0 Material in Binder Course	3.50	700.00
30	tons	RC-3 Asphalt in Binder Course	45.00	1,350.00
4,200	tons	Asphaltic Concrete Mixture	3.50	14,700.00
250	tons	120-150 Asphalt in Mixture	36.00	9,000.00
10	tons	RS-1 Asphalt in Tack Coat	45.00	450.00
20	tons	RS-2 Asphalt in Pavement Seal	50.00	1,000.00
80	cu. yds.	Aggregate in Pavement Seal	5.00	400.00
165	cu. yds.	Furnishing & Placing Aggregates in Shoulder Oiling	4.50	742.50
15	tons	150-200 Asphalt in Shoulder Oiling	42.00	630.00
5	tons	RS-1 Asphalt in Shoulder Oiling	45.00	225.00
		Subtotal		$ 61,339.50
		10% Engr. & Cont.		6,133.95
		Total		$ 67,473.45

Length of Roadway 0.625 Mile
Cost of Roadway Per Mi. $107,957.52

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2 Lane Roadway	$359,317.75	$216,370.00	$142,947.75
4 Lane Roadway	67,473.45	40,630.00	26,843.45
	$426,791.20	$257,000.00	$169,791.20

Oregon State Highway Department

Federal Aid
Project No. F-184(3)

EAST UNIT, CRESCENT LAKE JUNCTION-THE DALLES-CALIFORNIA

JUNCTION SECTION OF THE WILLAMETTE HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Nov. 23, 1955

Type Code 6201
2 Lane Roadway (Sta.25+24.38 to Sta.159+00)(Sta.192+00 to Sta.412+00)

All Required	Clearing and Grubbing (90%)	$	$ 9,000.00
30 cu. yds.	Drainage Excavation, Unclassified	3.00	90.00
61,800 cu. yds.	General Excavation, Unclassified	0.30	18,540.00
215,600 yd. sta.	Short Overhaul	0.01	2,156.00
5,100 C-yd.sta.	Long Overhaul	0.45	2,295.00
6.68 miles	Finishing Roadbed and Slopes	400.00	2,672.00
7,500 lin. ft.	Rounding Cutbanks	0.18	1,350.00
280 lin. ft.	12-inch Concrete Pipe	2.00	560.00
140 lin. ft.	18-inch Concrete Pipe	3.50	490.00
18 lin. ft.	24-inch Concrete Pipe	4.50	81.00
4,500 lin. ft.	Metal Guard Rail	2.40	10,800.00
180 only	Metal Sight Posts	2.50	450.00
46,800 cu. yds.	2" - 0 Material in Base	2.20	102,960.00
12,100 cu. yds.	3/4" - 0 Material in Base	2.35	28,435.00
1,450 M-gal.	Sprinkling	2.50	3,625.00
6.68 miles	Preparation of Base	200.00	1,336.00
900 cu. yds.	3/4" - 0 Material in Binder Course	3.50	3,150.00
150 tons	RC-3 Asphalt in Binder Course	45.00	6,750.00
18,900 tons	Class "B" Asphaltic Concrete	5.75	108,675.00
40 tons	RS-1 Asphalt in Tack Coat	45.00	1,800.00
14 only	Extra for Asphaltic Concrete Approaches	25.00	350.00
80 tons	RS-2 Asphalt in Pavement Seal	50.00	4,000.00
380 cu. yds.	Aggregate in Pavement Seal	5.00	1,900.00
1,535 cu. yds.	Furnishing and Placing Aggregates in Shoulder Oiling	4.50	6,907.50
115 tons	150-200 Asphalt in Shoulder Oiling	42.00	4,830.00
35 tons	RS-1 Asphalt in Shoulder Oiling	45.00	1,575.00
			$324,777.50
All Required	Flagging (57½% of Contractor's Cost)		3,000.00
	Subtotal		$327,777.50
	10% Engr. & Cont.		32,777.75
	Total		$360,555.25

Length of Roadway	6.685 Miles
Length of 1 Structure	0.013 Mile
Total Length	6.698 Miles
Cost of Roadway Per Mile	$53,934.96

Type Code 6201
4 Lane Roadway (Sta. 159+00 to Sta. 192+00)

All Required	Clearing and Grubbing (10%)	$	$ 1,000.00
24,200 cu. yds.	General Excavation, Unclassified	0.30	7,260.00
54,400 yd. sta.	Short Overhaul	0.01	544.00
500 C-yd.sta.	Long Overhaul	0.45	225.00
0.63 mile	Finishing Roadbed and Slopes	400.00	252.00
2,500 lin. ft.	Rounding Cutbanks	0.18	450.00
20 only	Metal Sight Posts	2.50	50.00
7,900 cu. yds.	2" - 0 Material in Base	2.20	17,380.00
1,800 cu. yds.	3/4" - 0 Material in Base	2.35	4,230.00
250 M-gal.	Sprinkling	2.50	625.00
0.63 mile	Preparation of Base	200.00	126.00
200 cu. yds.	3/4" - 0 Material in Binder Course	3.50	700.00
30 tons	RC-3 Asphalt in Binder Course	45.00	1,350.00
4,200 tons	Class "B" Asphaltic Concrete	5.75	24,150.00
10 tons	RS-1 Asphalt in Tack Coat	45.00	450.00
20 tons	RS-2 Asphalt in Pavement Seal	50.00	1,000.00
80 cu. yds.	Aggregate in Pavement Seal	5.00	400.00
165 cu. yds.	Furnishing & Placing Aggregates in Shoulder Oiling	4.50	742.50
15 tons	150-200 Asphalt in Shoulder Oiling	42.00	630.00
5 tons	RS-1 Asphalt in Shoulder Oiling	45.00	225.00
	Subtotal		$ 61,739.50
	10% Engr. & Cont.		6,178.95
	Total		$ 67,968.45

Length of Roadway 0.625 Mile
Cost of Roadway Per Mile $108,749.52

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2 Lane Roadway	$360,555.25	$216,237.00	$144,318.25
4 Lane Roadway	67,968.45	40,763.00	27,205.45
	$428,523.70	$257,000.00	$171,523.70

[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

February 15, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved revised P. S. and E. documents for Oregon Project F-184(3), Little Deschutes River Bridge on the East Unit, Crescent Lake Junction-The Dalles-California Highway Junction Section of the Willamette Highway.

This is your authority to advertise for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FEB 24 1956

RECEIVED
MAY 10 1956
FOR FILING

F 184 (3)
41-9

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 9, 1956

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

The subcontract between Warren Northwest, Inc., and the Harding Blasting Company covering the blasting only of the necessary rock to be used on the Crescent Lake Jct.-The Dalles-California Jct. Contract No. 4619, Oregon F-184 (3) is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Forrest Cooper
Construction Engineer

By Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
MAY 9 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 10 1956
FOR FILING

[illegible]
4619

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 9, 1956

SUBJECT:

To: Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

NOTED
W. C. WILLIAMS

The subcontract between Warren Northwest, Inc., and the Harding Blasting Company covering the blasting only of the necessary rock to be used on the Crescent Lake Jct.-The Dalles-California Jct. Contract No. 4619, Oregon F-184 (3) is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Forrest Cooper
Construction Engineer

By Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:ef

Encls.

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
MAY 9 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 26 1956
FOR FILING

F-184(3)
4-11

April 24, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 20, 1956 on Contract No. 4619, East Unit, Crescent Lake Junction-The Dalles-California Junction Section, in Klamath County, in connection with Federal Aid Project No. F-184(3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DDP:bb

RECEIVED
APR 17 1956
FOR FILING

FORM E-90X—37,900—2-55—62967
F-184(3)
4619

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 11, 1956

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

The subcontract between Warren Northwest, Inc. and Tuss Brothers, covering the hauling only of Items 13 and 14, on the East Unit, Crescent Lake Junction-The Dalles-California Highway Junction, Contract No. 4619, Oregon F-184 (3) is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Forrest Cooper
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
APR 11 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 13 1956
FOR FILING

F-184(3)
4619

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 12, 1956

SUBJECT:

To: Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

NOTED
W. C. WILLIAMS

The subcontract between Warren Northwest, Inc. and George Berry, covering Item 11 of the East Unit, Crescent Lake Junction-The Dalles-California Highway Junction, Contract No. 4619, Oregon F-184 (3) is approved, and you may so inform the interested parties.

Four copies of the subcontract are being returned herewith for distribution.

Forrest Cooper
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams ✓
C. G. Polk (2)

RECEIVED
[illegible] 1956
OFFICE OF
[illegible] ENGINEER

RECEIVED
MAR 7 - 1956
FOR FILING

F-184 (2)
4619

March 6, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4619, which was awarded to you by the State Highway Commission, covering the East Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
FEB 14 1956
FOR FILING

F 1·4 (3)
4619

February 9, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering flagging on the East Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County, Contract No. 4619, in connection with Federal Aid Project No. F-124(3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

Encl.

DWP:ch

RECEIVED
FEB 11 1956
FOR FILING

F 184(3)
4619

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9, 1956

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

The subcontract between Warren Northwest, Inc. and Shirley G. Stone, covering Items 1 to 10, inclusive, on the East Unit, Crescent Lake Junction-The Dalles-California Junction, Contract No. 4619, Oregon F-184 (3), is approved and you may so inform the interested parties.

Four copies of the subcontract are being returned herewith for distribution.

Forrest Cooper
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
FEB 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 27 1956
FOR FILING

17-1821(2)
4619

February 2, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission on December 20, 1955 accepted your proposal for grading, paving and shoulder oiling the East Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County for the sum of $364,241.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4619.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Attention: Dorothy McCormack

R. G. Savage, SIAC
Forrest Cooper
S. H. Probert

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$ S E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 2, 1956
2:52 p. m.

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Contract for East Unit, Crescent Lake Junction-The Dalles-California Junction Section of Willamette Highway, Klamath County, for which you submitted low bid on December 20, 1955 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CC: Accounting (5003-900)
C. W. Head ✓
Files

---

of $[illegible] at the December 20, 1955 bid openings

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FEB 6 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 7 1956

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

FOR FILING

F-184(3)

4611

08-35

February 2, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-184 (3), East Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway, we hereby concur as of this date in award of Contract No. 4619 to Warren Northwest, Inc. of Portland, Oregon, low bidder in the amount of $364,241.50 at the December 20, 1955 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FEB 6 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 8 1956
FOR FILING

F-184(3)

4617

February 2, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading, paving and shoulder oiling work on the East Unit of the Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Lake County, Project F-184(3), to Warren Northwest, Inc., of Portland, Oregon, on the basis of the bid of $364,241.50 submitted on December 20, 1955.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:ia

RECEIVED
DEC 9 - 1955
FOR FILING
OREGON DISTRICT
F-184(3)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

December 2, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project F-184(3), East Unit, Crescent Lake Junction-The Dalles-California Highway Junction Section of the Willamette Highway. This is your authority to advertise for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
DEC 8 1955
STATE

S-119(3) Two Composite Concrete-Timber 1956
Brs. to Replace Existing Timber
#4620 Brs. on Co. Rds. near Lebanon

4-8-59

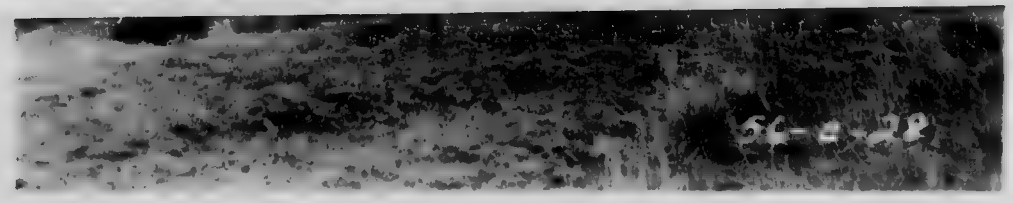
1956 & 1959

FAS 216 **County** Linn **Contract No.** 4620

Section

Location [illegible]

59-C-55



56-C-28

56-C-94

1959

FAS_

Sect

Loca

1959

FAS_

Sect

Loca

56-C-94

1959

FAS

Sect

Loca

Form A-150-

NOTED
Harold C. Ayers

INVOICE

Oregon State Highway Department

SALEM, OREGON

Contract 4620
S-119(3) & S-148(3)

Linn County
Albany, Oregon

Attn: County Court

Invoice No. 48920
Date December 21, 1956
Your Req. No.
Billing Request No. 00-283
Credit distribution: 522-1060-297

County share total costs [illegible] Creek Bridges (2), FAS 216 & 569, covered by agreement dated January, 1956.

Original Advance Deposit	4,000.00	
Less: Amt. previously transferred	3,000.00	
Balance Advance Deposit		1,000.00
County share of costs as per attached	4,368.93	
Less: Amt. previously transferred	3,900.00	
Balance		468.93
To be returned		$ 531.07

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request $
By

State Printing 88944

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County & City Relations

JFH:te
Att.

cc: Mr. Walter Larsen
County Engineer

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

December 21, 1956

Linn County Court
Courthouse
Albany, Oregon

J. F. HAGEMANN

Gentlemen:

Final costs are now available for the Muddy Creek Bridge on FAS 595 and the two Oak Creek Bridges on FAS 216 and 569. The agreed county share of these costs and refunds due the county are shown on the two attached cost statements. As per previous requests, we are retaining the refunds to apply against future FAS projects. These retained refunds for Linn County total as follows:

Linn County Oiling, FAS 214, 575, 576, and 595	=	$2,919.65
Orleans - Tangent Jct., FAS 216	=	2,978.85
Muddy Creek Bridge, FAS 595	=	601.14
Oak Creek Bridges (2), FAS 216 & 569	=	531.07
Total		$7,030.71

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County & City Relations

JFH:ts
Att.

NOTED
JOHN D. GRAHAM

cc: Mr. Walter Larsen
County Engineer

NOTED
C. G. SWENSON

COMPLETED 6/26/56

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County Linn Contract No. [illegible] Date 12 20 56

FAS 216 & 569 Section Oak Creek Bridges (2)

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
BRIDGE NO. [illegible]				
1. Remove old bridge	All	$[illegible]	All	$ [illegible]
2. Structural excav.	c.y.	8.00	[illegible]	248.[illegible]
3. Furnish treated tbr. piling	l.f.	1.25	[illegible]	[illegible]
4. Drive timber piles	Each	45.[illegible]	24	[illegible]
5. Class A conc.	c.y.	59.00	87.83	[illegible]
6. Metal reinforcement	lb.	[illegible]	[illegible]	2,33[illegible]
7. Treated timber in place	M-FBM	250.00	[illegible]	[illegible]
BRIDGE NO. [illegible]				
8. Remove old bridge	All	600.00	All	600.00
9. Structural excav.	c.y.	8.00	2[illegible].83	238.[illegible]
10. Furnish treated tbr. piling	l.f.	1.25	[illegible]	750.00
11. Drive timber piles	Each	45.00	24	1,0[illegible]
12. Class "A" conc.	c.y.	59.00	84.53	4,987.27
13. Metal reinforcement	lb.	0.115	19,512	2,243.88
14. Treated timber in place	M-FBM	250.00	1,243	310.7[illegible]
PA#1 Galv. bevel washers	All	13.98	All	13.98
PA#2 Cement adjustment favor of State	bbl.	[illegible]	2.78	- 14.32
	Subtotal			[illegible]
	Construction Engineering			[illegible]

TOTAL CONSTRUCTION COSTS $22,747 85

FEDERAL FUNDS COLLECTED FOR PROJECT $14,010.00

AGREED COUNTY SHARE TOTAL COSTS

(50% of difference between total funds and federal funds)

($22,747 85 - $14,010.00) × 1/2 = $4,368.93

County Advance Deposit	$4,900.00
Less County Share Total Cost	4,368.93
REFUND DUE COUNTY	$ 531.07

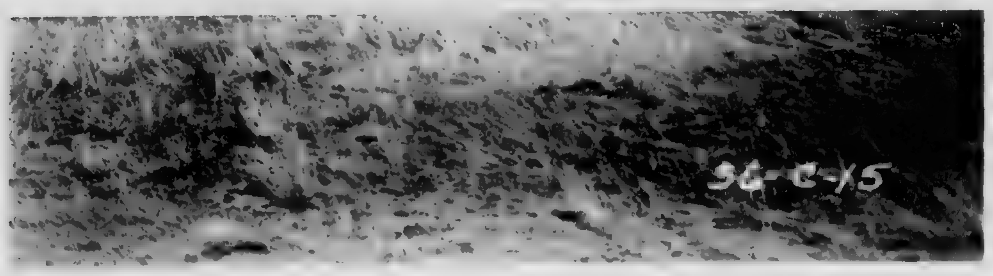
FAS [illegible] County Linn Contract No. [illegible]

Section

Location

56-C-13

56-C-14



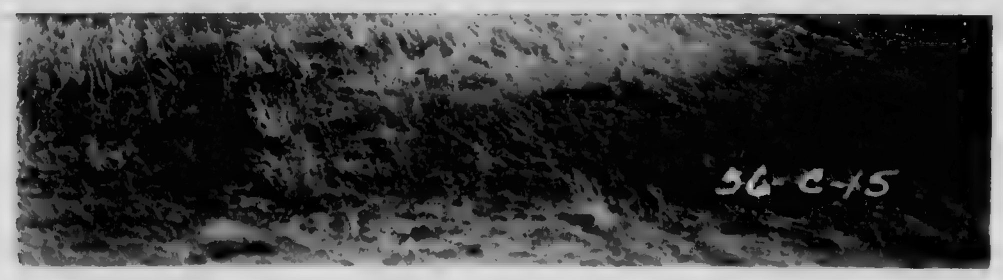
56-C-15

FAS

Sec

Loc

56-C-14



56-C-15

FA

Se

Lo

56-C-15

FA

Se

Lo

—

1

S-119(3)
S-148(2)
4620

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 17, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4620	4-Final	Charles E. Wiedeman	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17529	H-158645	$ 3,521.92	8/17/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: June 30, 1956

Time Extensions: None

Completion Date: June 26, 1956

Date Accepted: July 12, 1956

Penalties: None of record

Claims: ~~None of record~~ A claim is on record from Harrisburg Sand & Gravel Co. for materials furnished in sum of $5,575.90.

Remarks:

Date: 8-21-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:
AUG 21 1956
Ruth Rawlings

NOTED ON [illegible]

RECEIVED
AUG 10 1956
FOR FILING
S-119(2)
[illegible]
[illegible]

August 10, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

State Highway Contract No. 4620 for work performed on the Oak Creek Bridges on the Orleans-Lebanon and Lebanon-Brownsville Highways in Linn County was completed by the contractor, Charles E. Wiedeman, on June 26 and was formally accepted by the Highway Commission on July 12, 1956.

Final payment in the amount of $3,521.92 will be released to the contractor on or after August 20, 1956. The total contract amount is $20,891.22 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
AUG 13 1956
FOR FILING

S-119(3)
S-148(2)
4620

105

August 7, 1956

Harrisburg Sand & Gravel Company
P. O. Box 117
Harrisburg, Oregon

Attention: Mr. W. F. Morse

Gentlemen:

This is to acknowledge your letter of August 2 in which you state that Charles Wiedeman owes you the sum of $5,575.90 for materials furnished for the Oak Creek Bridges in Linn County near Lebanon. These apparently are the bridges constructed by Mr. Wiedeman under our Contract No. 4620 on the Orleans-Lebanon and Lebanon-Brownsville county roads in Linn County.

The contract was completed June 26 and accepted by the Highway Commission on July 12, 1956. The General Casualty Company of America, through Stan Malo Insurance, 613 Court Street, Dallas, Oregon, furnished the Performance Bond for this contract. The bond is given to assure completion of the contract and payment of all bills incurred in it.

If you feel that you might wish to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. We have attached excerpts from the Oregon Laws outlining the filing procedure. In the meantime the claim will be entered in our records and we will notify the Surety and the Contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enc.

NOTED ON CARD

1

Harrisburg Sand & Gravel Company

MORSE BROS.

P. O. BOX 117 • HARRISBURG, OREGON • PHONE 462

August 2, 1956

Oregon State Highway Dept.,
Salem Oregon

4620

Att: Mr. H.B.Glaiser

Dear Sir:

Mr. Charles Weideman of Dallas, Oregon has an account with us in the amount of $ 5575.90 for materials furnished for the Oak Creek Bridges- # 12586 and # 12641 in Linn County near Lebanon.

We therefore wish to file this letter of attachment against said contractor for this amount. Thank you.

Yours very truly,

Harrisburg Sand & Gravel Co.,

By: W.F. Morse

W.F.Morse-Partner

WFm/j

REFERRED

WASHED SAND • READY-MIX CONCRETE • GRAVEL • ASPHALT PAVING • CRUSHED ROCK

-1

Harrisburg Sand & Gravel Company

MORSE BROS.

P. O. BOX 117 • HARRISBURG, OREGON • PHONE 462

August 2, 1956

Oregon State Highway Dept.,
Salem Oregon

4620

Att: Mr. H.B.Glaiser

Dear Sir:

Mr. Charles Weideman of Dallas,Oregon has an account with us in the amount of $ 5575.90 for materials furnished for the Oak Creek Bridges- # 12586 and # 12641 in Linn County near Lebanon.

We therefore wish to file this letter of attachment against said contractor for this amount. Thank you.

Yours very truly,

Harrisburg Sand & Gravel Co.,

By: W.F. Morse

W.F.Morse-Partner

WFm/j

REFERRED
BY SECRETARY

RECEIVED

gf

1-1

Harrisburg Sand & Gravel Company

MORSE BROS.

P. O. BOX 117 • HARRISBURG, OREGON • PHONE 462

August 2, 1956

Oregon State Highway Dept.,
Salem Oregon

4620

Att: Mr. H.B.Glaiser

Dear Sir:

Mr. Charles Weideman of Dallas,Oregon has an account with us in the amount of $ 5575.90 for materials furnished for the Oak Creek Bridges- # 12586 and # 12641 in Linn County near Lebanon.

We therefore wish to file this letter of attachment against said contractor for this amount. Thank you.

Yours very truly,

Harrisburg Sand & Gravel Co.,

By: W.F.Morse

W.F.Morse-Partner

WFm/j

REFERRED BY SECRETARY

RECEIVED 1956 STATE HIGHWAY COMMISSION

NOTED ON CARD

gf

WASHED SAND • READY-MIX CONCRETE • GRAVEL • ASPHALT PAVING • CRUSHED ROCK

RECEIVED
AUG 13 1956
FOR FILING

5-119 (3)
5-148 (2)
4620

Lewis

August 7, 1956

General Casualty Company of America
209 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

We have received a letter from the Harrisburg Sand & Gravel Company, P. O. Box 117, Harrisburg, stating that Mr. Charles Wiedeman owes them the sum of $5,575.90 for materials furnished in construction of the Oak Creek Bridges in Linn County, near Lebanon. These bridges apparently are those constructed by Mr. Wiedeman under our Contract No. 4620 on the Orleans-Lebanon and Lebanon-Brownsville county roads in Linn County.

We provide this information as your Company appears as Surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

cc Stan Hale Insurance
613 Court Street
Dallas, Oregon

Mr. Charles E. Wiedeman
613 Jefferson Street
Dallas, Oregon

Commissioners
Mr. R. H. Baldock
Mr. W. C. Williams

NOTED ON CARD

RECEIVED
MAY 1 - 1956
FOR FILING

FORM PR 3 (October 1954)
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

S-119(3)
S-148(2)
4620

CPR8-1995

State Ore.
County Linn
Project No. S-148(2)

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 23rd day of Apr., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 6th day of January, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.012 miles of bridge construction (Character of work)

between FA Route 37 at Lebanon and FAS 215 at Brownsville, (Control points),

consisting of 0.000 miles of roadway and one (Number) bridge~~s~~ totaling 0.012 miles in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of seven thousand, one hundred and 00/100 dollars ($ 7,100.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is eleven thousand, five hundred ninety-four and 00/100 dollars ($ 11,594.00).

PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer, Bureau of Public Roads

—33205

Oregon State Highway Department

Federal Aid Secondary
Project No. S-148(2)

OAK CREEK BRIDGE ON THE LEBANON-
BROWNSVILLE ROAD IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code X021
Oak Creek Bridge (Sta. 3+07 to Sta. 3+70)(Contract No. 4620)

All Required	Remove Old Bridge	$	$ 600.00
30 cu. yds.	Structural Excavation	8.00	240.00
600 lin. ft.	Furnish Treated Timber Piling	1.25	750.00
24 only	Drive Timber Piles	45.00	1,080.00
85 cu. yds.	Class "A" Concrete	59.00	5,015.00
22,000 lbs.	Metal Reinforcement	0.115	2,530.00
1.3 M-FBM	Treated Timber in Place	250.00	325.00
		Subtotal	$ 10,540.00
		10% Engr. & Cont.	1,054.00
		Total	$ 11,594.00

Length of Structure 0.012 Mile

Federal Funds..	$ 7,100.00
State Funds..	2,247.00
County Funds..	2,247.00
	$ 11,594.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Linn County.

FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1956

SUBJECT: FAS County Road Projects

To: Mr. S. H. Probert
OFFICE

Attention: Mr. J. W. Nash

The following FAS projects, upon which bids were received January 26 and 27, are covered by agreements which require collection of the full federal percentage on total costs up to the sum set after each project:

County	Section	Project	Amount
Jackson	McKee (Applegate River) Bridge	S-173(3)	$ 64,000
Linn	Oak Creek Bridge)	S-119(3)	$ 74,000 ✓
Linn	Oak Creek Bridge)	S 148(2)	
Wallowa	Weaver (Wallowa River) Bridge	S-203(2)	$ 34,000
Tillamook	Short Creek Section	S-1(3)	Federal funds of $24,000 as programmed.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

CPRS-1994

RECEIVED
MAY 1 - 1956
FOR FILING

S-119 (3)
4620

FORM PR 3 (October 1954)
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State **Oregon**
County **Linn**
Project No. **S-119(3)**

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this **23rd** day of **Apr.**, 19**56**, by and between **The Oregon State Highway Commission**, constituting for the purpose hereof the Highway Department of the State of **Oregon**, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the **6th** day of **January**, 19**56**, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being **0.012** miles of **bridge construction**
(Character of work)

between **FAS 202 near Orleans and FA Route 37 in Lebanon,**
(Control points)
consisting of **0.000** miles of roadway and **one** (Number) bridge~~s~~ totaling **0.012** miles in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of **seven thousand, seven hundred and 00/100** dollars ($ **7,700.00**), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is **twelve thousand, four hundred thirty-five and 50/100** dollars ($ **12,435.50**).

PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorised under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer, Bureau of Public Roads

—33205

Oregon State Highway Department

Federal Aid Secondary
Project No. S-119(3)

OAK CREEK BRIDGE ON THE CORVALLIS-LEBANON ROAD IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code X021
Oak Creek Bridge (Sta. 5+29 to Sta. 4+66)(Contract No. 4620)

All Required	Remove Old Bridge	$	$ 600.00
35 cu. yds.	Structural Excavation	8.00	280.00
720 lin. ft.	Furnish Treated Timber Piling	1.25	900.00
24 only	Drive Timber Piles	45.00	1,080.00
90 cu. yds.	Class "A" Concrete	59.00	5,310.00
24,000 lbs.	Metal Reinforcement	0.115	2,760.00
1.5 M-FBM	Treated Timber in Place	250.00	375.00
		Subtotal	$ 11,305.00
		10% Engr. & Cont.	1,130.50
		Total	$ 12,435.50

Length of Structure 0.012 Mile

Federal Funds...	$ 7,700.00
State Funds...	2,367.75
County Funds...	2,367.75
	$ 12,435.50

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Linn County.

FORM E-30X—50,000—10-54—79494

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1956

SUBJECT: FAS County Road Projects

To: Mr. S. H. Probert
OFFICE

Attention: Mr. J. W. Nash

The following FAS projects, upon which bids were received January 26 and 27, are covered by agreements which require collection of the full federal percentage on total costs up to the sum set after each project:

County	Section	Project	Amount
Jackson	McKee (Applegate River) Bridge	S-173(3)	$ 64,000
Linn	Oak Creek Bridge)	S-119(3)	$ 74,000
Linn	Oak Creek Bridge)	S 148(2)	
Wallowa	Weaver (Wallowa River) Bridge	S-203(2)	$ 34,000
Tillamook	Short Creek Section	S-1(3)	Federal funds of $24,000 as programmed.

J.F.H.
John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

Form E-1-Rev 6-55—10M

OR GON STATE HIGHWAY DEPARTM

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 17, 1956, 19

Section	Oak Creek Bridges	Kind of work	Bridge Construction
Highway	Orleans-Lebanon & Lebanon-Brownsville	Section prefix	522-1060
Contractor	Chas Wiedeman	Contract number	
Date of contract	, 19	Date of completion	, 19
Date work started	, 19	Estimated date of completion	, 19
Project authorization	$	Per cent of time elapsed	%
Exclusive of Engineering	$		

Estimated cost of completed project, exclusive of engineering . . . $

Estimated per cent overrun or underrun . . . %

Per cent of contract completed, based on total contract price . . . %

Engineering authorization . . . $

Engineering cost to date $ 150, %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Survey party 2 half days referencing one bridge and running profiles on both

This completes our work on these bridges unless further call from Res. Br. Engr.

RECEIVED
MAR [illegible] 1956
OFFICE OF
CONSTRUCTION ENGINEER

CHIEF COST ANALYST

NOTED
W. T. WRIGHT

NOTED
V. D. WOLFE

NOTED
L. H. Young

NOTED
C. E. PAULSEN

Signed S Wallis

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 8285

RECEIVED
MAR 7 - 1956
FOR FILING

S-119 (3)
S-145 (2)
4620

9

March 6, 1956

Mr. Charles E. Wiedeman
613 Jefferson St.
Dallas, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4620, which was awarded to you by the State Highway Commission on February 6, for constructing the Oak Creek Bridges on the Orleans-Lebanon and Lebanon-Brownsville Highways in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

Form E-1-Rev 6-55—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Feb. 18, 1956, 19

Section	Oak Creek Bridges	Kind of work	Bridges
Highway	Orleans-Lebanon & Lebanon Brownsville	Section prefix	522-1060
Contractor	Chas Wiedeman	Contract number	
Date of contract	, 19	Date of completion	, 19
Date work started	, 19	Estimated date of completion	, 19
Project authorization	$	Per cent of time elapsed	%
Exclusive of Engineering	$		

Estimated cost of completed project, exclusive of engineering $

Estimated per cent overrun or underrun %

Per cent of contract completed, based on total contract price %

Engineering authorization $

Engineering cost to date $ 50.00 **, % Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

** This unit only

Above data not available. This is to report supplementary work done for Mr. Kennen, Res. Br. Engr.

Survey party on day laying out and referencing on bridge. I went with Mr. Kennen over the sites of both bridges Thursday to get location and instruction on what he required.

NOTED

NOTED
L. H. Young

RECEIVED
FEB 2 3 1956
OFFICE OF
CONST

NOTED
W. T. WRIGHT

Signed S Walter

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 86365

Form A-180—10M—12-54

INVOICE

Oregon State Highway Department

Salem, Oregon

NOTED
W. CATTRALL

Invoice No.	43501
Date	Feb. 7, 1956
Your Req. No.	
Billing Request No.	CC 213
Credit distribution:	522-1060-297

Linn County
Albany, Oregon

Attn: County Court

Advance Deposit	4,900.00
Oak Creek Bridges, FAS 216 and 569, Linn County. Covered by agreement dated January, 1956.	
Partial transfer county's share of total cost.	3,900.00
To be retained	$1,000.00

RECEIVED
FEB 7 1956
ENGINEER
COUNTY & CITY RELATIONS

By

John W. Cattrell
Engineer, County and City Relations

JFH:mm

NOTED
Harold C. Ayers

NOTED
V. R. JONES

February 7, 1956

NOTED
J. W. CATTRALL

Linn County Court
Courthouse
Albany, Oregon

Gentlemen:

This is to acknowledge receipt of an advance deposit of $4,900 in connection with the Oak Creek Bridges on FAS 216 and 569. Contract No. 4620 has been awarded to Charles E. Wiedeman, and a copy of the contract will be forwarded as soon as available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
V. R. JONES

NOTED
Harold C. Ayers

January 27, 1956

Linn County Court
Court House
Albany, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

On January 26th the Highway Commission received a satisfactory bid from Charles E. Wiedeman of The Dalles for construction of two bridges over Oak Creek on FAS 216 and 569. As per the agreement between State and County, an advance deposit of 20% of the estimated total cost based on the low bid received is required prior to signing a contract. The amount of this deposit is as follows:

Bid Items	$21,845.00
12-1/2% Engineering & Contingencies	2,730.63
Estimated Total Cost..........	$24,575.63
Advance Deposit of 20%........	$ 4,900.00

Please make this deposit by means of a check or warrant in the amount of $4,900 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of the deposit a contract will be signed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

RECEIVED
FEB 27 1956
FOR FILING

S-119(3)
S-148(2)
4620

February 6, 1956

Charles E. Wiedeman
613 Jefferson St.
Dallas, Oregon

Gentlemen:

The State Highway Commission on January 26, 1956 accepted your proposal for two composite concrete-timber bridges to replace existing timber bridges on county roads near Lebanon in Linn County for the sum of $21,845.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4620.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: R. G. Savage (SIAC)
Forrest Cooper
S. H. Probert
P. M. Stephenson

Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Washington

Attn: Dorothy McCormack

RECEIVED
FEB 7 1956
FOR FILING

FORM [illegible]—50M—2-55—[illegible]

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	☐
LETTER TELEGRAM	☐
SHORE-SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 6, 1956
11:00 a.m.

Charles E. Wiedeman
613 Jefferson St.
Dallas, Oregon

Contract for two bridges on county roads near Lebanon in Linn County for which you submitted low bid on January 26, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Confirmation
Files ✓
Accounting (5003-900)
C. W. Head

S. H. Probert

RECEIVED
FEB 6 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 7 1956
FOR FILING

FORM 230—50M—2-55—62966
S-117 (3)
S-148 (2)
4620

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1956

SUBJECT: Advance Deposits Received:
FAS 216 & 569, Linn County
FAS 491, Wallowa County

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

We have received this date Linn and Wallowa Counties' deposits of $4,900 and $6,100 respectively in connection with the Oak Creek bridges on FAS 216 and 569 and the Weaver bridge on FAS 491. These projects are now clear for award of a contract.

John F. Hagemann
John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

cc: P. M. Stephenson
S. H. Probert

RECEIVED
FEB 6 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 26 1956
FOR FILING
[illegible]
Bridges
[illegible]

Salem, Oregon
January 25, 1956

Oak Creek Bridges
FAS 216 & 569
Linn County

MAINT. [illegible]
FINANCE 115

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto for further handling are four certified copies each of two maintenance agreements and one conformed copy of a finance agreement with Linn County covering the Oak Creek Bridges project in Linn County.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Linn County.

H. B. Glaisyer
Secretary

rn
Attach: 9

RECEIVED
JAN 26 1956
FOR FILING

S-117(3)
S-148(2)
4650

January 25, 1956

County Court of Linn County
Court House
Albany, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Linn County one fully executed copy of a Finance Agreement and one fully executed copy each of two Maintenance Agreements covering the Oak Creek Bridges project on FAS 216 and 569 in Linn County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

OREGON PROJECT S-119(3)
FAS 216

RESOLUTION

WHEREAS, a county road in Linn County, State of Oregon, known as the Orleans-Lebanon County Road, is routed through the County of Linn, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Linn County, the section adopted for improvement being more particularly described as follows; to wit:

> A reinforced concrete bridge on treated timber piling over Oak Creek located approximately 4.8 miles east of FA Route 3.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Linn will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Linn County, Oregon, that no encroachments will be permitted on the county road known as the Orleans-Lebanon County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Linn County, Oregon, this 13th day of June, 1956.

BY:

County Judge E. G. Arnold

County Commissioner Floyd E. Jenks

County Commissioner W E Downing

ATTEST:

R M Russell
County Clerk

cc-12(1955)

OREGON PROJECT S-148(2)
FAS 569

RESOLUTION

WHEREAS, a county road in Linn County, State of Oregon, known as the Lebanon-Brownsville County Road, is routed through the County of Linn, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Linn County, the section adopted for improvement being more particularly described as follows; to wit:

> A reinforced concrete bridge on treated timber piling over Oak Creek located approximately 3.3 miles west of the junction with FA Route 37 in Lebanon.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Linn will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Linn County, Oregon, that no encroachments will be permitted on the county road known as the Lebanon-Brownsville County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Linn County, Oregon, this 13th day of Jan., 1956.

BY:

County Judge E. G. [illegible]

County Commissioner Floyd D Jenks

County Commissioner W E Downing

ATTEST:

County Clerk

cc-12(1955)

FORM E-20X—50,000—10-54—79464

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 17, 1956

SUBJECT: Oak Creek Bridges
FAS 216 & 569
Linn County

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the Oak Creek Bridges project on FAS 216 and 569 in Linn County.

Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are three copies each of two maintenance agreements covering the same projects. After signature by the Highway Commission, please return two either fully executed or certified true copies of each maintenance agreement to this office for transmittal to the B.P.R.

These projects ~~was~~ were approved by the Highway Commission on November 3, 1955.

John D. Graham

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 11-3-55 Minute Page 54
Secretary

A

NOTED
J. W. CATTRALL

NOTED
[illegible]

January 12, 1956

NOTED
Harold C. Ayers

Mr. Walter Larson
Linn County Engineer
Courthouse
Albany, Oregon

NOTED
J. F. HAGEMANN

Dear Mr. Larson:

Enclosed are two copies of an agreement covering finances, six copies each of two maintenance agreements, six copies each of two encroachment resolutions, and a set of plans and specifications in connection with the Oak Creek Bridges on FAS 216 and 569 upon which bids will be received January 26th.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost for these bridges including engineering and contingencies is $27,300; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The maintenance agreements and encroachment resolutions are standard forms required by the Bureau of Public Roads in connection with projects of this nature.

The set of plans and specifications is for your information and records. The specifications provide that the project shall be completed not later than June 30, 1956.

If satisfactory, please have the County Court sign, the County Clerk attest, with seal, and return all copies of each agreement and five copies of each resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the county's records. All documents should be mailed so as to arrive in Salem not later than January 20th.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Encl.

NOTED
Harold C. Ayers

FORM E-90X—37,900—2-50—62887

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 10, 1956

SUBJECT:

To:

Mr. John W. Cattrall
County and City Relations Engineer
OFFICE

L

Attached hereto, please find two prints each of our Drawings 12543 and 12544, covering details for the two Oak Creek Bridges on Federal Aid Secondary Highways No. 216 and 569 in Linn County. The estimates for these bridges have been priced out and are as follows:

Bridge No. 12586	$14,125.00
Bridge No. 12641	13,207.00

Both items include a percentage of 12½%.

The enclosed drawings are handed you so that the County may be contacted and their approval obtained for the construction of these two structures. It is planned to call for bids for their construction at the January meeting of the Highway Commission.

P. M. Stephenson

P. M. Stephenson
Bridge Engineer

IDM:eh

Attached

NOTED
J. F. HAGEMANN

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

Memo to J. W. Nash
11/9/55

NOTED
Harold C. Ayers

Oak Creek Bridge
FAS Route 216 ✓

This bridge is located approximately 4.8 miles east of the junction of FAS 216 with FA Route 3. The existing bridge is an untreated timber structure 57' in length with a horizontal clearance of 19'-2". This bridge is structurally inadequate due to deterioration.

The proposed project is to construct a reinforced concrete bridge on treated timber piling. The new structure is to be 58' in length and have a horizontal clearance of 26'. Road approaches will be constructed by Linn County without federal cooperation and will be oiled or paved to conform with the existing road.

This road serves as a principal east-west route connecting the Lebanon-Sweet Home area with the Corvallis area. It also gives direct service to a flat, highly developed agricultural area raising diversified crops.

The westerly 4.6 miles of this route was paved with asphaltic concrete, 20' in width with 3' shoulders, under Oregon Project S-119(2) constructed during the summer of 1955. The adjacent 3.1 miles has a type O-11 oil mat wearing surface 20' in width with 3' shoulders which, because of increased traffic, is beginning to show signs of deterioration. The county plans to place asphaltic concrete 20' in width with 3' shoulders on this section during the 1956 construction season. The easterly 7.5 miles of the route has an oil mat wearing surface 18' in width with 6' shoulders. The county has no immediate plans for further improvement of this easterly section; however, if the traffic continues to increase both in volume and vehicle size, reconstruction of this easterly section may become necessary.

Linn County
Length: 58' (bridge)

Funds:		
	Federal	$ 6,000
	State	2,000
	County	2,000
	TOTAL:	$10,000

NOTED
J. F. HAGEMANN

JFH:mm

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

NOTED

Memo to J. W. Nash
11/9/55

Oak Creek Bridge
FAS Route 569 ✓

This bridge is located approximately 3.3 miles west of the junction of FAS 569 with FA Route 37 in Lebanon. The existing bridge is an untreated timber structure 57' in length with a horizontal clearance of 17'-4". This bridge is structurally inadequate due to deterioration.

The proposed project is to construct a reinforced concrete bridge on treated timber piling. The new structure is to be 58' in length with a horizontal clearance of 24'. Road approaches will be constructed by Linn County without federal cooperation and will be oiled or paved to conform with the existing road.

This route serves a large section of a flat, highly developed agricultural area raising dairy cattle, sheep, and diversified crops. It also serves as a connecting route between the cities of Lebanon and Brownsville.

This entire route has a bituminous wearing surface 18' to 20' in width with a roadway width of 26' to 28'. No road improvements are planned in the immediate future.

Linn County
Length: 58' (bridge)

Funds:	Federal	$6,000
	State	2,000
	County	2,000
	TOTAL	$10,000

NOTED
J. F. HAGEMANN

JFH:mm

NOTED
Harold C. Ayers

November 7, 1955

Linn County Court
Courthouse
Albany, Oregon

NOTED
V. R. JONES

NOTED
J. F. HAGEMANN

Gentlemen:

On November 3rd the Highway Commission approved the county FAS projects on FAS 216 and ~~556~~ 569 as described in the attached tabulation. Preparation of plans and specifications and approval by the Bureau of Public Roads are required prior to contracting. The preliminary engineering will be under the supervision of our division office at Salem and will proceed as rapidly as available engineering personnel will permit.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

LINN COUNTY
PROPOSED PROJECTS

FAS 216 - Oak Creek Bridge, $10,000. This bridge is located approximately 4.7 miles east of the junction of FAS 216 (Orleans-Lebanon County Road) with the Pacific Highway.

The proposed project is to replace the existing 57' long pile trestle bridge with a reinforced concrete structure having a roadway width of 26'. The FAS project will be for the structure only, including removal of the existing bridge. The road will be closed during bridge construction and the county will construct road approaches to the new bridge as required.

FAS 569 - Oak Creek Bridge, $10,000. This bridge is located approximately 3.3 miles west of the junction of FAS 569 (Lebanon-Brownsville County Road) with the South Santiam Highway in Lebanon.

The proposed project is to replace the existing 57' long pile trestle bridge with a reinforced concrete structure having a roadway width of 24'. The FAS project will be for the structure only, including removal of the existing bridge. The road will be closed during bridge construction and the county will construct road approaches to the new bridge as required.

FAS 216 - Tangent Junction-Oak Creek School Section, 3.1 Miles, $54,000. This section extends from the Pacific Highway approximately 1 mile north of Tangent, easterly to a county road junction near the old Oak Creek School (Station 237+67.77 to Station 400+70 of the Tangent (Orleans-Oak Creek School) Section, Oregon Project S-119(1), constructed in 1952-'53).

The proposed project is to place 3-1/2" of asphaltic concrete 20' in width directly over the existing 20' wide oil mat wearing surface. The FAS project is for the paving only. Linn County with its own forces will reshape the shoulders and ditches and construct rock or gravel shoulders 3' in width.

NOTE: The $74,000 programmed for the above projects represents the presently estimated balance of fiscal year 1957 FAS funds available to Linn County. This may be adjusted as final costs for projects under contract become available. The county has requested that the two bridges over Oak Creek by contracted first, with all remaining funds applied towards the paving project.

10/14/55 Approved by Hwy Com
11-3-55

[illegible]-203(2) Beaver Bridge over the Wallowa 19[illegible]
River on the [illegible] Corner-
[illegible]21 Wallowa Road.

RECEIVED
DEC 14 1956
FOR FILING
[illegible]
(CONTRACT NO.) 4621

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 13, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4621	9-Final	Jackson & Ray

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
26460	H-167988	$ 2,144.23	12/13/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1956

Time Extensions: to April 30, 1957

Completion Date: Oct. 30, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-14-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: DEC 14 1956

Ruth Rawlings

RECEIVED
DEC 6 1956
FOR FILING
FORM E-30X 37½ 3-54 73720

3-203 (2)

4621

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 4, 1956

SUBJECT:

To:

C. A. Gardner

A warrant is being held in our safe for the following contract pending receipt of a time extension.

Jackson & Ray	Contract 4621	Est. 8	$1,016.16

J. G. Herr
J. G. Herr

cc: Forrest Cooper

NOTED
FORREST COOPER

A

RECEIVED
DEC 4 1956
FOR FILING

[illegible]

4621

December 4, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S.W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4621 for work performed on the Weaver Bridge on the Werst Corner-Wallowa (FAS 491) Highway in Wallowa County was completed by the contractor, Jackson & Ray, on October 30, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $2,134.23 will be released to the contractor on or after December 14, 1956. The total contract amount is $27,775.58 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

ORDGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

FORM [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
OCT 10 1956
FOR FILING
S-203 (2)
4621

October 8, 1956

Jackson & Ray
760 Ridgeway Ave.
Hermiston, Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 27 had under discussion your request for an extension of time from August 31, 1956 to April 30, 1957 within which to complete your contract No. 4621, for constructing Weaver Bridge on Werst Corner-Wallowa Section of the Werst Corner-Wallowa (FAS 491) Highway in Wallowa County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:
A. F. Parson,
Division Engineer

Lyle A. Petersen,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

RECEIVED
SEP 14 1956
FOR FILING

-203(2)

4621

September 11, 1956

Oregon State Highway Commission

Request for Extension of time
No. 13
September 27 and 28 meeting

Gentlemen:

Re: Weaver Bridge on [illegible] Corner-
Wallowa Road in Wallowa County
Contract No. 4621

Jackson and Kay, contractors on the Weaver Bridge over the Wallowa River on the [illegible] Corner-Wallowa Road in Wallowa County, have requested an extension of time from August 31, 1956 to April 30, 1957 in which to complete the project.

Due to extreme high water in the Wallowa River during the spring of 1956, the contractor lost forms, falsework, and one set of concrete columns. This damage has caused a delay in the completion of the structure. It is anticipated that the structure will be completed and carrying traffic by November 30, 1956. However, the contractor will not be able to complete the concrete finishing, etc., until the arrival of suitable weather during the spring of 1957.

It is recommended that this extension be granted without penalty. This is a secondary highway project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

[illegible]/mm
Attached

RECEIVED
SEP 14 1956
FOR FILING

S-205(?)

4621

September 11, 1956

Oregon State Highway Commission

Request for extension of time
No. 13
September 27 and 28 meeting

Gentlemen:

Re: Weaver Bridge on First Corner-
Wallowa Road in Wallowa County
Contract No. 4621

Jackson and Way, contractors on the Weaver Bridge over the Wallowa River on the First Corner-Wallowa Road in Wallowa County, have requested an extension of time from August 31, 1956 to April 30, 1957 in which to complete the project.

Due to extreme high water in the Wallowa River during the spring of 1956, the contractor lost forms, falsework, and one set of concrete columns. This damage has caused a delay in the completion of the structure. It is anticipated that the structure will be completed and carrying traffic by November 30, 1956. However, the contractor will not be able to complete the concrete finishing, etc., until the arrival of suitable weather during the spring of 1957.

It is recommended that this extension be granted without penalty. This is a secondary highway project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

FMB/am
Attached

13

FORM 230—30M—11-55—90224

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 6, 1956

SUBJECT: Weaver Bridge Section
Werst Corner - Wallowa Road
Contract No. 4621

To:

Tom Edwards
Construction Engineer
Salem

We are submitting Contractors Request for Extension of Time to Complete Construction Contract on the above subject project.

Due to difficulties encountered in the construction of the footings for this structure as a result of the prolonged high water in the Wallowa River this year, which was beyond the control of the contractor, we are recommending that the extension be granted without penalty.

E. G. Bickmore

E. G. Bickmore
Assistant Division Engineer

EGB:gb

RECEIVED
SEP 10 1956
OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

R [illegible] D
CONS [illegible]

RECEIVED
MAY 1 - 1956
FOR FILING

FORM PR 3 (October 1954)
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

S-203(2)

4621

CPR8-1997

State Or[illegible]
County Wallowa
Project No. S-203(2)

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 23rd day of Apr., 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 6th day of January, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.023 miles of bridge construction
(Character of work)

between FA Route 7 approximately 2.5 miles northwest of Wallowa and FA Route 7 in Wallowa,
(Control points)

consisting of 0.000 miles of roadway and one (Number) bridge totaling 0.023 miles in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of eighteen thousand, four hundred and 00/100 dollars ($18,400.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is twenty-nine thousand, nine hundred nine and 00/100 dollars ($29,909.00).

PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By ____________________
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By M R McLean
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:

____
Assistant STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By ____________________
Division Engineer, Bureau of Public Roads

—33205

April 2, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of project agreement, signed by the Highway Commission, for the Weaver (Wallowa River) Bridge Section, Project No. S-203(2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

HMC:ia

Encl.

21.21

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Weaver (Wallowa River) Bridge
Werst Corner - Wallowa Road
Wallowa County

NATURE OF WORK:

Structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

4621 Jackson & Ray 2-6-56

DATE OF COMPLETION:

8-31-56

REMARKS:

February 28, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the Weaver (Wallowa River) Bridge, Project No. S-203(2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

Encl.

[illegible]

Oregon State Highway Department

Federal Aid Secondary
Project No. S-203(2)

BEAVER (WALLOWA RIVER) BRIDGE ON THE WEST

CORNER-WALLOWA ROAD IN WALLOWA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code X-21
Beaver Bridge (Sta. 18+20 to Sta. 19+40)(Contract No. 4621)

All Required	Remove Old Bridge	$	$ 2,500.00
200 cu. yds.	Structural Excavation	9.00	1,800.00
200 cu. yds.	Class "A" Concrete	78.20	15,640.00
50,000 lbs.	Metal Reinforcement	0.145	7,250.00
		Subtotal	$ 27,190.00
		10% Engr. & Cont.	2,719.00
		Total	$ 29,909.00
	Length of Structure	0.023 Mile	

Federal Funds	$ 18,400.00
State Funds	5,754.50
County Funds	5,754.50
	$ 29,909.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Wallowa County.

FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1956

SUBJECT: FAS County Road Projects

To: Mr. S. H. Probert
OFFICE

Attention: Mr. J. W. Nash

The following FAS projects, upon which bids were received January 26 and 27, are covered by agreements which require collection of the full federal percentage on total costs up to the sum set after each project:

County	Section	Project	Amount
Jackson	McKee (Applegate River) Bridge	S-173(3)	$ 64,000
Linn	Oak Creek Bridge)	S-119(3)	$ 74,000
Linn	Oak Creek Bridge)	S-148(2)	
Wallowa	Weaver (Wallowa River) Bridge	S-203(2)	$ 34,000
Tillamook	Short Creek Section	S-1(3)	Federal funds of $24,000 as programmed.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

RECEIVED
MAR 7 - 1956
FOR FILING

5-2(3(2)
4621

March 6, 1956

Jackson & Ray
760 East Ridgeway Ave.
Hermiston, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4621, which was awarded to you by the State Highway Commission, for constructing Weaver Bridge over the Wallowa River on the Wirst Corner-Wallowa (FAS 491) Highway in Wallowa County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

file

RECEIVED
FEB 8 1956
FOR FILING

S-202(2)
4621

Salem, Oregon
February 7, 1956

Mr. John W. Cattrall
City & County Relations Dept.
Office

MAINT. 267
FINANCE 117

Attached hereto for further handling are four fully executed copies of a maintenance agreement with Wallowa County covering the Weaver (Wallowa River) Bridge project, FAS 491, in Wallowa County.

A fully executed copy of a maintenance and finance agreement covering the Weaver Bridge project has been retained in this office for the Commission's files and one copy of each has been sent to the County Court of Wallowa County.

H. B. Glaisyer
Secretary

rn
Attach: 4

RECEIVED
FEB 8 1956
FOR FILING

S-223(2)

4621

February 7, 1956

County Court of Wallowa County
Court House
Enterprise, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Wallowa County one fully executed copy each of a maintenance and finance agreement between the State Highway Commission and Wallowa County covering the Weaver (Wallowa River) Bridge project, FAS 491, in Wallowa County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

RECEIVED
FEB 27 1956
FOR FILING

SF2(3)(6)

4621

February 6, 1956

Jackson & Ray
760 E. Ridgeway
Hermiston, Oregon

Gentlemen:

The State Highway Commission on January 26, 1956 accepted your proposal for constructing the Weaver Bridge over the Wallowa River on the Werst Corner-Wallowa Road in Wallowa County for the sum of $27,190.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorisation. This project has been assigned Contract No. 4621.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Wash.

Att. Dorothy McCormack

R. G. Savage (SIAC)
Forrest Cooper
S. H. Probert
P. M. Stephenson

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE SHIP	

NO. WDS.-CL. OF SVC.	PD OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 6, 1956
11:00 a.m.

Jackson & Ray
760 E. Ridgeway
Hermiston, Oregon

Contract for Weaver Bridge over Wallowa River in Wallowa County for which you submitted low bid on January 26, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Confirmation
Accounting (5003-900)
Files ✓
C. W. Head

S-70(3) Nyssa Bridge over Snake River 1956
near Nyssa, Old Oregon Trail Hwy.
#4622 Folder# 2

RECEIVED
MAY 27 1958
FOR FILING

5-7,(3)

4622

May 27, 1958

Mr. G. Bryce Bennett
State Highway Engineer
Department of Highways
Post Office Box 879
Boise, Idaho

Attention Mr. James Reid

Dear Sir:

I enclose herewith claim voucher covering Idaho's portion of the cost on Project No. S-3742(2), Nyssa Bridge over Snake River, in the amount of $257,644.50.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
Encl.

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER

WAYNE SUMMERS - SECRETARY

G. BRYCE BENNETT
STATE HIGHWAY ENGINEER
WM. R. PADGETT
LEGAL COUNSEL

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

May 14, 1958

State of Oregon
Department of Highways
Salem, Oregon

Attention: W. C. Williams, Highway Engineer

Re: Project No. S-3742(2), Nyssa Bridge
over Snake River

Dear Sir:

We are enclosing for signature a claim voucher covering Idaho's portion of cost in connection with the above captioned project according to billing received from the State of Oregon.

Yours truly,

JAMES REID
ADMINISTRATIVE OFFICER

MCWhaley
M. C. Whaley
Chief Accountant

MAY 19 1958

Enc.

MCW
WJK/lp

RECEIVED
MAY 19 1958
STATE [illegible]

Form A-[illegible]

RECEIVED
1958
FOR FILING

Agreement 1055
Prefix 23-1065

OREGON STATE HIGHWAY DEPARTMENT

Request for Outside Billing

(Or Advice of Cash Transaction)

Address invoice to:

State of Idaho
Department of Highways 4622
Boise, Idaho

Attention of C. Bryce Bennett, Highway Engineer

Request No. (assigned by staff engineer or head of division) O.E. 7419

Date May 7, 1958

Payer's Order No. (if any) - -

Department Order No. (if any) - - (Number of "Order to Render Service")

Description and Authority: (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

Agreement #1055 with the State of Idaho through its Board of Highway Directors made on February 14, 1956 for construction of the Nyssa Bridge over the Snake River, Contract No. 4622 with Hanson and Parr Construction Co. of Spokane, Washington, awarded February 14, 1956. Completed December 13, 1957.

Itemized Statement:

Quantity	Unit	Description	Unit Price	Amount
		Contractor payment as per attached voucher (BPR Participating)		$489,578.94
		Construction Engineering (BPR Participating)		18,184.76
		Construction Engineering (Non-Participating by BPR)		1,705.87
		Subtotal		$509,469.57
		Foundation tests and bridge design (Non-Participating by BPR)		5,819.43
		Total Cost		$515,289.00
		State of Idaho share as per agreement, 50%		$257,644.50

Has payer made payment for this service? no

If so, what is amount of payment? $ - -

Has payer made a deposit with the department to guarantee payment? no

If so, what is amount of deposit? $ - -

Is this a partial or final request for billing? final

Have there been any previous requests for billing in connection with this same service? no

If so, give total of all previous requests $ - -

Also give number of last previous request - -

Credit distribution:

23-1065-299	$254,457.71
5901-840	168.22
5901-831	113.85
23-1471-299	2,904.72

Submitted by: J. A. Hardie J. A. Hardie

Approved: Division Engineer

Approved: Department Head or Staff Engineer

Instructions: The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or division head. Staff engineer or division head will forward original copy to the accounting division through the office engineer. Additional copies shall be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the use of the accounting division.

State Printing

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER

WAYNE SUMMERS - SECRETARY

G. BRYCE BENNETT
STATE HIGHWAY ENGINEER
WM. R. PADGETT
LEGAL COUNSEL

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

5 February 1958

REFERRED TO
Paxson
By State Highway Engineer

Mr. W. C. Williams
State Highway Engineer
State of Oregon
Salem, Oregon

Idaho Federal Aid Project No. FAS-3745(2) - Nyssa Bridge
Canyon County, Idaho - Malheur County, Oregon

Dear Mr. Williams:

In accordance with your request in your letter of January 15, 1958, final inspection of the above named project was made on January 30, 1958, by Mr. Gus Anderson, District Engineer, and Mr. Walter Albrethsen, Bridge Engineer. The structure was completed to the satisfaction of this Department and is hereby accepted.

We wish to extend our many thanks to you and your staff for the cooperation received by this Department in the construction of a satisfactory structure.

Very truly yours,

G. BRYCE BENNETT
State Highway Engineer

James Reid
By JAMES REID
Administrative Officer

RECEIVED
FEB 6 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 16 1958
FOR FILING

8 20 (3)

4622

Cross Referenced To:

Cross Referenced To:

January 15, 1958

Mr. G. Bryce Bennett
State Highway Engineer
Idaho Department of Highways
Capitol Building
Boise, Idaho

Dear Mr. Bennett:

All work has now been completed on the new Snake River Bridge at Nyssa. Will you have an inspection made of this bridge and, if it meets with your satisfaction, kindly notify us of your acceptance. Final settlement with the contractor is to be withheld pending notification of your acceptance and approval by the Corps of Engineers.

Best personal regards.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. I. D. Merchant

PMS:er:gm

RECEIVED
FEB 5 - 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 31, 1958

(CONTRACT NO.)
4622
(VOUCHER NO.)
1471

(EST. NO.)
19 Final
(WARRANT NO.)
H202861

(CONTRACTOR)
Hanson & Parr Construction Co.
(AMOUNT)
$ 39,620.17
(DATE)
1-31-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion Date: Dec. 31, 1957

Time Extensions: None

Completion Date: Dec. 13, 1957

Date Accepted: Jan. 16, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Feb. 3, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: FEB 3. 1958
Gkw

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em

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JAN 23 1958
FOR FILING

[illegible]

[illegible]

Jan. 22, 1958

CERTIFIED MAIL

The Fidelity & Casualty Co. of New York
San Francisco Branch Office
160 Pine St.
San Francisco 11, Calif.

Attn.: Sheridan J. McCarthy

Gentlemen:

State Highway Contract No. 4622 for Nyssa Bridge over the Snake River on the Old Oregon Trail Highway in Malheur County was completed by the contractor, Hansen and Parr Construction Company, on Dec. 13, 1957, and was formally accepted by the Highway Commission on Jan. 16, 1958.

Final payment in the amount of $39,620.17 will be released to the contractor on or after Feb. 1, 1958. The total contract amount is $489,578.94, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Fallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
em

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FOR FILING
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46 2

September 17, 1957

Honorable G. Y. Chester
County Judge of Malheur County
Courthouse
Vale, Oregon

Re: Old Nyssa bridge

Dear Judge Chester:

I have been advised that the County wishes to use the old Nyssa bridge spans for a crossing of the Owyhee River on the road to Owyhee Dam.

The Highway Commission on August 11, 1955, authorized giving the old steel span to the County when it was no longer needed for state highway purposes. Our contract for the new Nyssa bridge provides for the removal of the existing spans and storing them on State property at M.P. 421.05 on the old Oregon Trail Highway. This is approximately nine miles north of Nyssa. It occurs to me that if the County wants these spans, it could probably make some arrangement with our contractor to haul them to the site of the new crossing of the Owyhee rather than to deliver them to the storage site as provided in the contract.

In connection with the use of these old spans, I would caution you that they are quite light and that we have had continual trouble with maintaining them in service. I would suggest that if they are used, the spans be strengthened so that they can safely carry legal loads. I believe this can be done by shortening the spans by two panels which would be taken out of the middle of the truss. This would still leave a span length of approximately 133 feet, which should be ample span length for the Owyhee River.

It has been two years since the Commission action in 1955, and, if the County still wishes these spans, I would appreciate a letter from you officially advising us of that fact.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. P. M. Stephenson

GSP:gm

AR 1

M A 9/12/57

COPY

September 10,1957

Mr. Charles Reynolds, Chairman
Oregon State Highway Commission
Benson Hotel
Portland, Oregon

Dear Mr. Reynolds:

I was advised to-day by Mr. Hap Logue and Mr. Lloyd Russell of Ontario that you had advised them that Malheur County had not made a request for a span or spans of the old bridge on the Snake river at Nyssa.

Please refer to your letter of August 5,1955 addressed to G.Y. Chester, Malheur County Judge and also the letter to the Malheur County Court of August 17,1955 by H.B. Glaisyer. Reference is also made to the letter of August 16,1955 signed by Mr. C.H. Armstrong. We feel that these letters are self explanatory.

Very truly yours,

Don C. Hosler
County Auditor

c.c. Mr. H.B. Glaisyer
Mr. C.H. Armstrong

Copy of my letter of Aug 17, 1955 to Malheur Co Court given to Williams 9/16/57 — also gave him a copy of Reynolds letter to Pearson on same subject and copy of [illegible] letter to the Highway Commission — HBG

RECEIVED
SEP 1 - 1955
FOR FILING

S-70(3)
4622

8/11
5m

[illegible] WILLIAMS

August 17, 1955

County Court
Malheur County
Vale, Oregon

Gentlemen:

The State Highway Commission at its meeting on August 11 discussed the disposal of the old steel bridge across the Snake River at Nyssa when the new structure has been completed.

You will be pleased to know that the Commission approved giving the old steel span to Malheur County when it no longer is of use for State Highway purposes. It is my understanding that it will be about two years before the span is available.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

-123 50M REVISED 2-33

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
7 B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

5.M

August 8, 1933

Oregon State Highway Commission

Gentlemen:

The Nyssa bridge belongs to the State of Oregon and the Commission may dispose of the material as it sees fit. In the past we have given such old spans to the county, when the old structure belonged to the county at the time the highway was designated.

In conformance with this policy, I would suggest that the bridge be offered to Malheur County. I understand that Judge Chester would be glad to receive it. It will be about two years before the span is available.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:lg

17

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF CHAS. H. REYNOLDS
P O BOX 898
LA GRANDE, OREGON

August 5, 1955

Mr. G. S. Paxson
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Glen,

County Judge Chester of Malheur County has written in regard to obtaining a span of the steele bridge at Nyssa. What he would like to do is use this on the bridge across the Owyhee River on the County Road running to the Owyhee Dam.

As I understand the situation it may be some time before the new Bridge is completed and the request of Judge Chester could be granted but in any event would you please discuss it in the office and then have Mr. Baldock report to the Commission.

Sincerely yours,

Chas H Reynolds
Commissioner

CHR:rn

8/8/55
Mr. Baldock: —
Under agreement dated 6/28/49
all salvage from Nyssa Bridge belongs
to Oregon. Commission can dispose of
the material as they see fit. In the
past we have given old spans to
the counties when the old structure
was one taken over from them
when the highway was
designated.
H H Dancey

It will be about 2 years
before the span is availa

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JUN 21 1956
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S

June 20, 1956

Phillips Petroleum Company
P. O. Box 2123
Spokane 10, Washington

Attention: Mr. R. E. King,
Division Credit Manager

Gentlemen:

In your letter of June 18, 1956 you ask the State Highway Commission to notify you when Hansen & Parr have completed their contract for the construction of the new bridge over the Snake River at Nyssa, Oregon, and when the job has been formally accepted by the State Highway Department. You also request certain information concerning the project.

The contract to which you refer was awarded by the State Highway Commission on February 14, 1956 and the specified completion date is September 31, 1957. Therefore, it will be a long time before the job is done. I would suggest that you write us again later on in the year, when we will have a better idea as to when the Contractor will actually complete the job. We do not maintain a tickler file to dispense information as to when a job is completed and formally accepted by the Commission.

Answering the questions in the second part of your letter, I will say that the project referred to is State Highway Contract No. 4622, described as "construction of a bridge over the Snake River at Nyssa, Oregon on the Old Oregon Trail, Malheur County". Hansen & Parr Construction Company is the prime contractor for this job. Their address is 315 West Boone Avenue, Spokane, Washington. Our records reveal that the performance bond furnished by the Contractor in this instance was written by the Fidelity and Casualty Company of New York, for whom Pallette, Fisher & Carlo, Inc., are Resident Agents, with offices in the U. S. National Bank Building, Portland 4, Oregon.

I enclose for your further information excerpts from the Oregon Statutes relating to the filing of claims against public works in this state. I think the procedure outlined therein is clear, and you should follow it in the event that you find it necessary to file a claim against this contractor.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm
Encl.

PHILLIPS PETROLEUM COMPANY

SPOKANE 10, WASHINGTON

SALES DEPARTMENT

SPOKANE DIVISION
P. O. BOX 2123
PHONE MAdison 9251

June 18, 1956

State Highway Commission
State of Oregon
Salem, Oregon

Re: Hanson & Parr, contractors
Bridge Job near Nyssa, Oregon

Gentlemen:

We will supply the above firm with petroleum products, to be used in the performance of work on a bridge job near Nyssa, Oregon, and will appreciate your placing this letter on file and advising us when this project has been completed and formally accepted by your Department.

We would also appreciate your furnishing us with the following information:

1. Your project number and description of project.
2. Is Hanson & Parr the prime contractor on this project? If not, the name and address of the prime contractor.
3. Name and address of the bonding company supplying payment bond on this project.

A self addressed, stamped envelope is enclosed for your convenience in replying. If we have not addressed our inquiry to the proper agency, can you advise us to whom this inquiry should be sent?

Thanking you, we are

Very truly yours,

R. E. King

R. E. King
Division Credit Manager

REK:fhc
Encl.

H. B. GLAISYER

RECEIVED
JUN 20 1956
OREGON
STATE HIGHWAY COMMISSION

Form PR 2 (Revised 1950)

State s Idaho and Oregon
Project No. S-3746(2)
UPRS-2003

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of May, 1956, by and between The Idaho Department of Highways and The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Departments of the States of Idaho and Oregon hereinafter called the Highway Departments and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Departments of said States submitted on January 14, 1955, and August 9, 1955, programs which ~~was~~ were approved on the 25th day of October, 1955, for the project hereinafter described; and

Whereas the Highway Departments in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 31st day of January, 1956, and the sum of three hundred thirty-three thousand, six hundred ninety-eight and 78/100 dollars ($333,698.78) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Departments and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Idaho: Chapter 93, Session Laws of 1951 and all acts amendatory thereof.**
Oregon: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **Station 17+40 on the Oregon side and Station 24+25 on the Idaho side of the Snake River east of Nyssa, Oregon,**

, length **0.130** miles, in **Canyon County, Idaho, and Malheur County, Oregon** ~~County~~,

being **Idaho-Oregon** project No. **S-3746(2)**, consisting of **0.000** miles of

roadway and **one** bridge of more than 20 feet clear span, **0.130** of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said States Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Idaho: Chapter 93, Session Laws of 1951 and all acts amendatory thereof. Oregon: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Station 17+40 on the Oregon side and Station 24+25 on the Idaho side of the Snake River east of Nyssa, Oregon,

, length 0.130 miles, in Canyon County, Idaho, and Malheur County, Oregon ~~County~~, being Idaho-Oregon project No. S-3746(2), consisting of 0.000 miles of roadway and one bridge of more than 20 feet clear span, 0.130 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **three hundred thirty-three thousand, six hundred ninety-eight and 78/100** dollars ($**333,698.78**), which does not exceed the authorized Federal pro rata share of **five hundred forty-nine thousand, one hundred forty-nine and 70/100** dollars ($**549,149.70**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to **the State Treasurers** (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Idaho and Oregon** (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Idaho: Chapter 93, Session Laws of 1951 and all acts amendatory thereof.

Oregon: Chapter 529, Laws 1939.

The Highway Department will use every means within **their** power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. F-2352(1) - Idaho, and Project No. 112 - Oregon.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

DEPARTMENT OF HIGHWAYS,
IDAHO BOARD OF HIGHWAY DIRECTORS
(Official title of Highway Department)

By E. G. Miller
State Highway Engineer
(Title of officer)

By

OREGON STATE HIGHWAY COMMISSION

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
División Engineer,
Bureau of Public Roads.

A4.62

U. S. GOVERNMENT PRINTING OFFICE 16—11370-3

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April 25, 1956

Mr. Paul H. Penrod
Secretary
Chamber of Commerce
Nyssa, Oregon

Dear Sir:

A few days ago, you discussed with Mr. Baldock the condition of the Nyssa Bridge over the Snake River. We have been in constant touch with this situation and are making provisions for strengthening of the truss members in this bridge which might conceivably fail under any legal load.

We have considered the matter of placing falsework under the structure but find that it is not advisable because of the uncertainty of carrying the falsework through the next winter season. We have also considered the advisability of placing a load limit on the structure, but our investigation does not indicate that this is necessary. Any load limit below those legally permitted under the state law would seriously inconvenience the community.

As you know, the new structure is under contract, and the contractor is now making preparations to begin work. The structural steel situation is bad, and we must anticipate considerable delay in the delivery of material. The major steel companies have orders on their books for all the steel they can produce for approximately a year. This structure, however, is being fabricated in Portland, and we are assured that the material will be delivered on the job by about April 1 of next year. We have had no success in getting any preferential treatment from the steel companies and cannot anticipate any such treatment on this project.

I can assure you that we are watching this structure very closely, and, while we cannot guarantee that some illegal load will not damage it, we are taking every precaution that we can to guard against such occurrence.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. E. A. Collier
Mr. P. M. Stephenson
Mr. A. F. Parson

GSP:ga

FORM 2-900—67,500—2-56—83007

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
April 17, 1956

SUBJECT Load Restriction on
Nyssa Bridge

To:

E. A. Collier
Maintenance Engineer
Salem

The Nyssa Bridge was very nearly the scene of a disaster this past week.

Two of the diagonal tension bars had crystallized to the point where they broke, presumedly under a heavy load, this caused one of the panel points to drop down approximately two-inches. It is very conceivable that other bars are crystallized and could snap under a load at any time. It is therefore recommended in the interest of public safety that a restricted load limit be imposed on this bridge. Probably this load limit should be restricted to not exceed twenty-tons on any single span at any time. This would, of course, necessitate one-way traffic for trucks; also reduced loads on each truck.

With all the trouble and adverse publicity we have received on this bridge; should an accident occur we all might just as well go to India.

The completion date of the new structure is not and can not be completed until the fall of 1957. No work has been started at the bridge and by the time the piers are completed it will be fall and the new deck, therefore, cannot be poured until the summer of 1957. Please advise.

A. F. Parson
Division Engineer

AFP:gb
cc - M. Stephenson

Paul H Penrod

Paul H. Penrod
Sec. [illegible]

RECEIVED
APR 20 1956
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

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MAR 8 - 1956
FOR FILING

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[illegible]

March 7, 1956

Mr. E. V. Miller
State Highway Engineer
Department of Highways
Box 879
Boise, Idaho

Dear Sir:

In accord with the request contained in your letter of January 16, we are enclosing fifteen copies of estimate as basis for project agreement for the Nyssa Bridge, Oregon-Idaho Project No. S-3746(2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JWM:ia

Encl.

cc: P. M. Stephenson

Oregon State Highway Department

Oregon-Idaho Federal Aid
Secondary Project No. S-3746(2)

NYSSA BRIDGE ON THE OLD OREGON TRAIL HIGHWAY

IN MALHEUR COUNTY, OREGON and CANYON COUNTY, IDAHO

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code X031
Nyssa Bridge (Sta. 17+40 to Sta. 24+25)(Contract No. 4622)

All Required	Shoring, Cribbing, Etc.	$	$ 58,632.00
1,700 cu. yds.	Structural Excavation	7.00	11,900.00
100 cu. yds.	Excavation Below Elevation Shown	15.00	1,500.00
1,300 cu. yds.	Seal Concrete	29.00	37,700.00
1,200 cu. yds.	Class "A" Concrete	92.00	110,400.00
175,000 lbs.	Metal Reinforcement	0.15	26,250.00
All Required	Structural Steel		220,000.00
1,400 lin. ft.	Metal Rail	12.70	17,780.00
50 lin. ft.	8-inch Metal Drain Pipe	5.30	265.00
All Required	Remove Old Bridge		14,800.00
	Subtotal		$499,227.00
	10% Engr. & Cont.		49,922.70
	Total		$549,149.70

Length of Structure 0.130 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Oregon			
Structure (50% of Total Cost)	$274,574.85	$165,000.00	$109,574.85
Idaho			
Structure (50% of Total Cost)	274,574.85	168,698.78	105,876.07
Total Structure	$549,149.70	$333,698.78	$215,450.92

Funds for Construction:

Oregon: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
Idaho : Title 40 Idaho Code: Sections 40-405 and 40-2210, Idaho Code: and all acts amendatory thereof.

Funds for Maintenance:

Oregon: Chap. 529, Laws 1939.
Idaho : Title 40, Idaho Code: Sections 40-405 and 40-2210, Idaho Code: and all acts amendatory thereof.

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MAR 7 - 1956
FOR FILING

S-70(3)
111-[illegible]

March 6, 1956

Hansen & Parr Construction Co.
315 West Boone Ave.
Spokane, Washington

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4622, which was awarded to you by the State Highway Commission, for constructing Nyssa Bridge over the Snake River on the Old Oregon Trail in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
FEB 21 1956
FOR FILING

S-70(3)
4622

OREGON STATE HIGHWAY DEPARTMENT

February 21, 1956

MISC. CONTRACTS and AGREEMENTS No. 1655

Mr. Earle V. Miller
State Highway Engineer
Department of Highways
Boise, Idaho

Dear Mr. Miller:

I note that Mr. Glaisyer, Secretary of the Oregon State Highway Commission, has forwarded you one fully executed copy of the agreement covering the Nyssa Bridge. I am attaching hereto another executed copy in case you have need for more than one in your files.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Encl.

cc Mr. C. W. Enfield
Mr. P. M. Stephenson

NOTED
R. H. BALDOCK

FORM E-30 25M 9-51 88315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 20, 1956

SUBJECT: Nyssa Bridge

To:

Mr. R. H. Baldock
State Highway Engineer
Office

Attached hereto for further handling are two fully executed copies of an agreement with the State of Idaho, by and through its Board of Highway Directors, covering the construction of the new Nyssa Bridge across the Snake River at Nyssa, Oregon

One fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to Board of Highway Directors, State of Idaho.

HBGlaisyer

H. B. Glaisyer,
Secretary

rn
Attach: 2

NOTED
G. S. PAXSON

RECEIVED
FEB 21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 21 1956
FOR FILING

S-70(3)
4622

February 20, 1956

Board of Highway Directors
State of Idaho
Boise, Idaho

Gentlemen:

We are enclosing herewith for your records and files a fully executed copy of an agreement between the State of Oregon, by and through its State Highway Commission, and the State of Idaho, by and through its Board of Highway Directors, covering the construction of the new Nyssa Bridge across the Snake River at Nyssa, Oregon.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
FEB 24 1956
FOR FILING

S-90(3)

4[illegible]

Salem, Oregon
February 20, 1956

Nyssa Bridge

MISC. CONTRACTS and
AGREEMENTS No.

Mr. R. H. Baldock
State Highway Engineer
Office

Attached hereto for further handling are two fully executed copies of an agreement with the State of Idaho, by and through its Board of Highway Directors, covering the construction of the new Nyssa Bridge across the Snake River at Nyssa, Oregon

One fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to Board of Highway Directors, State of Idaho.

H. B. Glaisyer,
Secretary

rn
Attach: 2

REFERRED TO
Geary
BY SECRETARY.

RECEIVED
FEB 27 1956

FOR FILING

S-70(3)

4622

February 14, 1956

Hansen & Parr Constr. Co.
West 315 Boone Ave.
Spokane, Washington

Gentlemen:

The State Highway Commission on January 27, 1956 accepted your proposal for construction of the Nyssa Bridge over the Snake River near Nyssa on the Old Oregon Trail Highway in Malheur County for the sum of $499,227.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4622.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm

cc: Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Washington

Attn. Dorothy McCormack

R. G. Savage (SIAC)
Forrest Cooper
S. H. Probert
P. M. Stephenson

RECEIVED
FEB 27 1956
FOR FILING

S-70(3)
4622

February 14, 1956

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West 315 Boone Ave.
Spokane, Washington

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This confirms my wire to you of this date.

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Secretary
OREGON STATE HIGHWAY COMM.

hlm

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2418 Third Ave.
Seattle 1, Washington

Attn. Dorothy McCormack

R. G. Savage (SIAC)
Forrest Cooper
S. H. Probert
P. M. Stephenson

RECEIVED
MAR 29 1956
FOR FILING
S-20(3)

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
- TELEGRAM
- DAY LETTER
- NIGHT LETTER

S
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E

WESTERN UNION
TELEGRAM
W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
- FULL RATE
- LETTER TELEGRAM
- SHORE-SHIP

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 14, 1956
10:30 a.m.

Hansen & Parr Constr. Co.
West 315 Boone Avenue
Spokane, Washington

Contract for Nyssa Bridge over Snake River near Nyssa on Old Oregon Trail Highway in Malheur County for which you submitted low bid on January 27, 1956 awarded you today. Contract forms follow shortly.

CC: Confirmation
Accounting (5003-900)
Files ✓
C. W. Head

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

Enclosure

cc: Mr. Chas. H. Reynolds

Filed
2-23-56
mm

RECEIVED
MAR 29 1956
FOR FILING
S-70(3)
46[illegible]

DEPARTMENT OF HIGHWAYS

February 10, 1956

AIR MAIL

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
260 "I" Avenue
Coronado, California

REFERRED TO
BY SECRETARY

Dear Mr. Chandler:

I enclose for your approval four copies of the agreement with the State of Idaho covering reconstruction of the Nyssa Bridge over the Snake River. You will note that all four copies have been signed for the State of Idaho by its Board of Highway Directors; also that they have been approved by Mr. Williams and Mr. Enfield as to engineering and legal features.

Mr. Williams handed these to me a few moments ago and appeared to be quite anxious to get them signed by the Oregon Highway Commission, which is the reason that I am sending them to you. I assume that you will approve the agreement, so when you have signed all copies, will you kindly forward them directly to Mr. Reynolds for his signature. I enclose a stamped, addressed envelope for your convenience. I also enclose another envelope for Mr. Reynolds to return them to me.

I don't like to bother you with this, but the award of the contract for this bridge construction is awaiting execution of this agreement by both States. Thanks a lot for your consideration.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

Enclosure

cc: Mr. Chas. H. Reynolds

Filed
2-23-56
mm

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER

WAYNE SUMMERS - SECRETARY

E. V. MILLER
STATE HIGHWAY ENGINEER

ALLAN G. SHEPARD
LEGAL COUNSEL

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

8 February 1956

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Enclosed are four signed copies of the agreement covering the reconstruction of the Nyssa Bridge over the Snake River, which was transmitted to us with your letter of February 2, 1956.

Please have your Commission sign and return two copies to us.

Very truly yours,

E. V. MILLER
State Highway Engineer

NOTED
W. C. WILLIAMS

Encls.- as above

LETTER TO Atty Chandler
DATE 2/10/56

RECEIVED
FEB 10 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 7 1956
FOR FILING

[illegible]
[illegible]

08-35

February 6, 1956

7-1-56

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Idaho-Oregon Project S-3746(2)
Nyssa Bridge

Dear Sir:

District Engineer Salmen has called attention to the fact that plans and other documents for the above project have the suffix (3) instead of (2).

Please make the necessary correction to show the suffix (2) on all documents in your files.

Very truly yours,

C. G. POLK
District Engineer

RECEIVED
FEB 6 1956
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

RECEIVED
FEB 15 1956

FOR FILING

5-170(=)
4622

file

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, P 551).

1201

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA101 FEB 3 AM 11 02

PR BOA158 PD=BOISE IDA 3 1148AMM=
R H BALDOCK, STATE HIGHWAY ENGINEER, STATE HIGHWAY DEPT=
:SALEM ORG=

REURLET JANUARY 31, 1956 NYSSA BRIDGE OVER SNAKE RIVER. IDAHO BOARD OF HIGHWAY DIRECTORS AND BUREAU OF PUBLIC ROADS APPROVE AWARD OF CONTRACT TO LOW BIDDER, HANSEN & PARR CONSTRUCTION COMPANY=

E V MILLER STATE HIGHWAY ENGINEER=(

NOTED
G. S. PAXSON

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
FEB 6 1956
FOR FILING

S [illegible] (3)
[illegible]

February 2, 1956

Mr. E. V. Miller
State Highway Engineer
Department of Highways
State Capitol Building
Boise, Idaho

Dear Mr. Miller:

I am enclosing herewith four copies of an agreement specifically covering the reconstruction of the Nyssa Bridge over the Snake River. We have prepared this agreement because of the provision in the agreement of March 12, 1948 which is quoted in Section 2 of the recitals of the new agreement.

I believe this sets forth the understanding between the two states as to the construction and financing of the Nyssa Bridge. If you find this to be true, I would suggest that you return two signed copies to us so that we may present them to our Highway Commission. The Oregon Highway Commission meets February 29, but it may be that we can circulate this by mail and get signatures more rapidly.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Encls.

cc Mr. W. C. Williams

RECEIVED
FEB 1 1956
FOR FILING

[illegible]
[illegible]

January 31, 1956

Mr. E. V. Miller
State Highway Engineer
Department of Highways
Boise, Idaho

Re: Nyssa Bridge over Snake River

Dear Mr. Miller:

Bids were received on January 27 for the construction of the Nyssa Bridge over the Snake River. I am attaching hereto a tabulation of the bids received. The totals of these bids are as follows:

Hansen & Parr Construction Company Spokane, Washington	$499,227
Peter Kiewit Sons Company Vancouver, Washington	499,300
Gilpin Construction Company Portland, Oregon	590,513
Hamilton & Thoms Eugene, Oregon	594,175

The Oregon State Highway Commission accepted the low bid of Hansen & Parr Construction Company in the amount of $499,227 and directed the State Highway Engineer to make the award after approval was received from the Idaho Board of Highway Directors. The Engineer's estimate prepared prior to receiving of bids was $490,100.

In the agreement between the States of Oregon and Idaho dated March 12, 1948, it is provided that when it becomes necessary to reconstruct any of the bridges across the Snake River between Oregon and Idaho the cost shall be borne equally between the two states, and it provides further that such reconstruction shall be the subject of a separate and written agreement between the two states. This office is drawing up such an agreement modeled upon the agreement covering the reconstruction of the Weiser and Payette Bridges and will have it in your hands within the next few days.

For the purpose of establishing the estimated cost of the project, we are adding to the low bid 12½ per cent to cover estimated engineering and contingencies.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. Robert L. May

GSP:gm lg

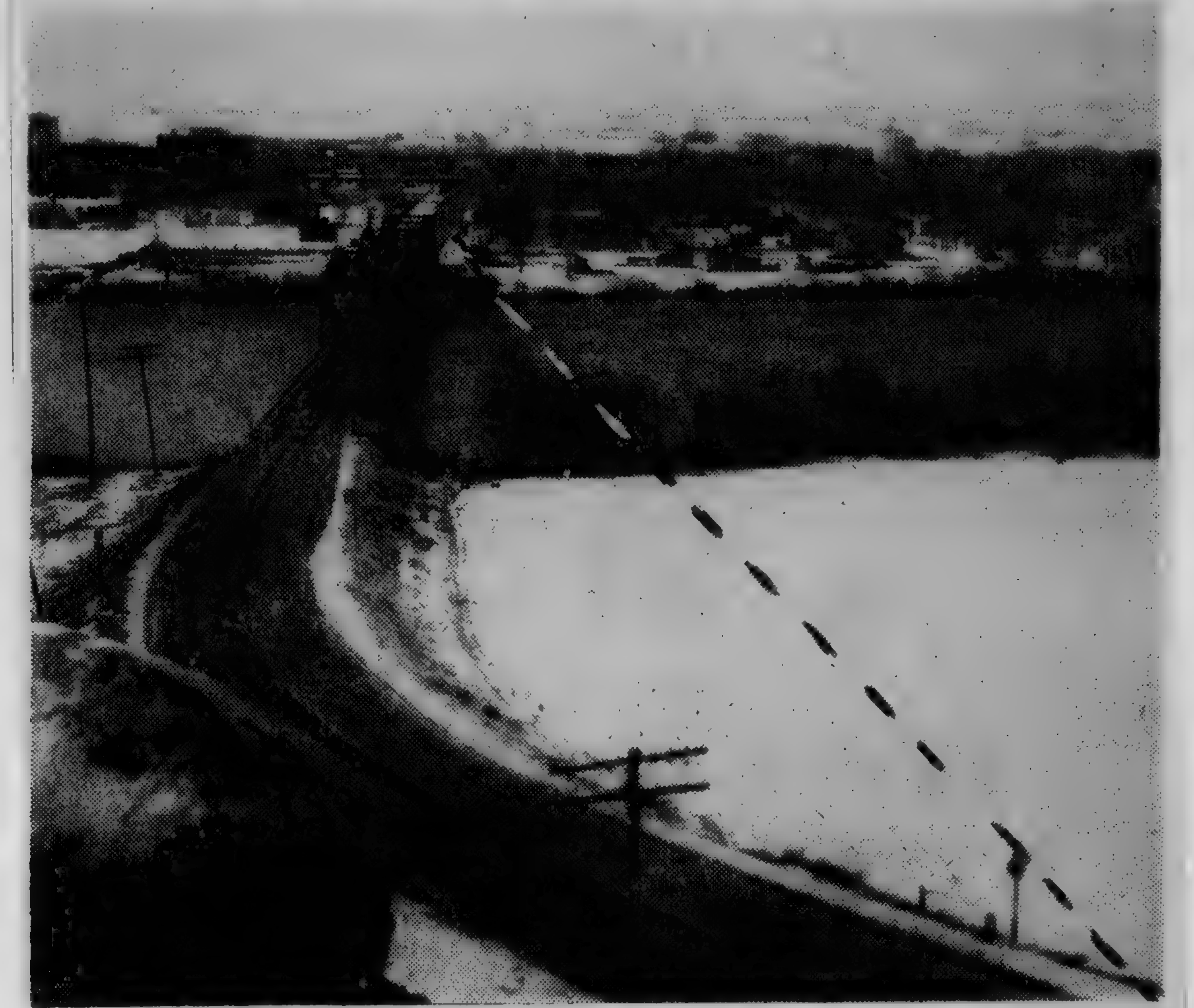
Attachment

RECEIVED
FEB 11 1956
FOR FILING

REFERRED TO
Mr. Paxson

Ontario 1/30/54

Nyssa to Get New Bridge Across Snake River



Work on the new Snake river bridge near Nyssa is expected to start this summer. State highway commission officials accepted a low bid by the Hansen and Parr Construction company of Spokane. The new bridge will be located north of the existing bridge (dotted lines) on the Idaho side, but will almost touch on the same location on the Oregon side. Parts of the highway on both sides of the river will have to be relocated. (Argus-Observer Photo)

Spokane Firm Submits Low Bid For Area Span

PORTLAND — A Spokane construction company entered the low bid Friday for the new 685-foot bridge to span the Snake river near Nyssa. The bid was $499,227, which was received by the Oregon Highway commission which concluded a two-day meeting in Portland.

During the meeting the commission accepted bids on three other Malheur county projects.

The new bridge will replace the narrow steel bridge, part of which dropped into the Snake river last year after a large truck caught onto the top of one of the sections of the bridge. The successful bid came from the Hansen and Parr Construction company, Spokane.

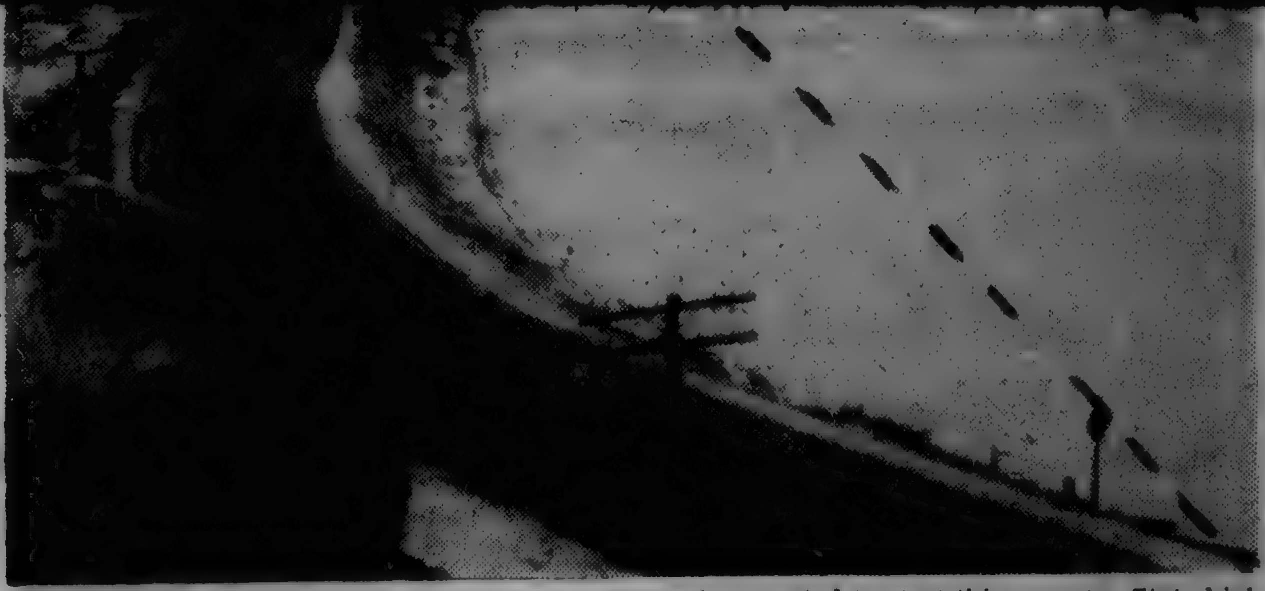
The new span will be located north of the present span. On the Oregon side the approaches to the new bridge and the old bridge will almost touch, but the new bridge will be about 80 feet north of the span on the Idaho side.

Should Start Immediately

According to R. H. Baldock, state highway engineer, the contractors should be able to start construction almost immediately after the contract is awarded. The pier near each bank can be constructed first and high water will have subsided by the time the outer piers are completed to build those in the middle of the river. The contractor will be able to order the necessary steel about Feb. 1 and from six to eight months will be required for its delivery.

Oregon's share of the cost of the span is not expected to exceed $240,000, which includes enginering, right-of-ways and numerous other expenses in addition to the actual bridge.

According to county officials, the old bridge will either be



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Oregon's share of the cost of the span is not expected to exceed $240,000, which includes enginering, right-of-ways and numerous other expenses in addition to the actual bridge.

According to county officials, the old bridge will either be sold or given to the county if they want it.

According to the present plans, the new bridge would eliminate much of the curve around the crest of the hill on the Idaho side of the river. East Main street of Nyssa will be slightly curved 459 feet from the approach to the bridge to connect with the new location.

Other Projects

In other matters concerning Malheur county, the Russell Olsen Construction company, of Pendleton, was the low bidder for the shoulder oiling of 11.27 miles of the Ontario-Nyssa shoulder-oiling project on the Oregon Trail highway. The bid was $23,407.

C. E. Leseburg, Nyssa, at $84,933, was low bidded for the grading and paving of 2:15 miles of the Idaho-Oregon-Nevada highway from the Idaho line to Suckor creek, 18 miles north of Jordan Valley.

J. C. Compton, McMinnville, at $279,220, was the low bidder for 15.66 miles of grading and paving of the I.O.N. highway about 65 miles southwest of Jordan Valley.

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FOR FILING

-70 (3)
4622

January 24, 1956

Mr. Andrew Nesheim
9611 - 191st Street S. W.
Edmonds, Washington

Dear Sir:

As requested by telephone this afternoon, we have attached a list of plan holders for the Nyssa Bridge across the Snake River, on which bids are to be received January 27.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enclosure

PLAN HOLDERS FOR NYSSA BRIDGE ACROSS SNAKE RIVER - Malheur County

Bids to be received January 26, 1956

P. S. Lord Mechanical Contractors - Portland
American Bridge Co. - Portland
American Bridge Co. - San Francisco, Calif.
American Bridge Co. - Chicago, Ill.
Matt McDougall - Portland
Gunderson Bros. Engineering Corp. - Portland
Gilpin Construction Co. - Portland
Hamilton & Thoms - Eugene
Kuckenberg Construction Co. - Portland
Carl M. Halvorson, Inc. - Portland
Peter Kiewit Sons' Co. - Vancouver, Wn.
Neilsen & Smith Construction Co. - Twin Falls, Idaho
Bethlehem Pacific Coast Steel Corp. - San Francisco, Calif.
J. H.Wise & Son, Inc. - Boise, Idaho
Lee Hoffman - Beaverton
Hansen & Parr Construction Co. - Spokane, Wn.
Miller & Strong, Inc. - Eugene
Gates City Steel - Boise, Idaho

PLAN HOLDERS FOR NYSSA BRIDGE ACROSS SNAKE RIVER - Malheur County

Bids to be received January 26, 1956

P. S. Lord Mechanical Contractors - Portland
American Bridge Co. - Portland
American Bridge Co. - San Francisco, Calif.
American Bridge Co. - Chicago, Ill.
Natt McDougall - Portland
Gunderson Bros. Engineering Corp. - Portland
Gilpin Construction Co. - Portland
Hamilton & Thoms - Eugene
Kuckenberg Construction Co. - Portland
Carl M. Halvorson, Inc. - Portland
Peter Kiewit Sons' Co. - Vancouver, Wn.
Neilsen & Smith Construction Co. - Twin Falls, Idaho
Bethlehem Pacific Coast Steel Corp. - San Francisco, Calif.
J. H. Wise & Son, Inc. - Boise, Idaho
Lee Hoffman - Beaverton
Hansen & Parr Construction Co. - Spokane, Wn.
Miller & Strong, Inc. - Eugene
Gates City Steel - Boise, Idaho

RECEIVED
JAN 24 1956
FOR FILING

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4622

Salem, Oregon
January 23, 1956

Snake River Bridge at Nyssa

Mr. P. M. Stephenson

Herewith two letters from Mr. E. V. Miller and a copy of a letter from Clifford R. Salman concerning the Nyssa Bridge. Please supply Mr. Miller with the plans, specifications and contracts which he requests. Also, please check our special provisions as to compliance with the Idaho laws.

G. S. Paxson

GSP:gm
Attach.

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER

WAYNE SUMMERS - SECRETARY

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

E. V. MILLER
STATE HIGHWAY ENGINEER

ALLAN G. SHEPARD
LEGAL COUNSEL

RECEIVED
FEB 1 1956
FOR FILING

5-70 (3)
4622

S-3746(2)
Snake River Bridge
at Nyssa

Jan. 18, 1956

NOTED
W. C. WILLIAMS

Oregon State Highway Department,
Salem, Oregon.

Attention: W. C. Williams
Deputy State Highway Engineer

Dear Sir:

Plans for the Snake River Bridge at Nyssa, transmitted with your letter of Jan. 11, 1956, have been reviewed by our Bridge Department and appear satisfactory.

The plans have been submitted to the Idaho Office of the Bureau of Public Roads for their review and we are enclosing a copy of their letter of approval.

Yours very truly,

E. V. Miller
E. V. Miller
State Highway Engineer

WA:WBT
Encl.

RECEIVED
JAN 24 1956
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
JAN 19 1956
STATE HIGHWAY COMMISSION

COPY

January 16, 1956

Mr. E. V. Miller
State Highway Engineer
Boise, Idaho.

NOTED
W. C. WILLIAMS

Idaho S-3746(2), Snake River Bridge at Nyssa

Dear Sir:

Reference is made to Mr. Albrethsen's January 13 letter submitting one set of Oregon Drawings No. 12546 to 12556 inclusive, 9233, S-226, S-83 and Sheets 1 and 2 in connection with the subject project for approval.

This will advise that the above bridge plans have been reviewed by this office with respect to the layout and general features and appear satisfactory. Inasmuch as the plans were prepared by the Oregon Highway Department, a detailed analysis of the design by this office was not considered necessary.

It is understood that the usual number of copies of the P.S.&E. covering Idaho's portion of the project will be furnished for our approval, files and distribution.

Very truly yours,

Clifford R. Salmen
District Engineer

RWM:h

cc-D.O.

RECEIVED
JAN 24 1956
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER

E. V. MILLER
STATE HIGHWAY ENGINEER

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

NOTED
W. C. WILLIAMS

13 January 1956

Project S-3746(3)
Nyssa Bridge
Malheur County, Oregon and
Canyon County, Idaho

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Your January 11 letter and accompanying papers have been received. In order to have a sufficient number of copies for our use and for processing through our Idaho District Bureau of Public Roads office, it is requested that the following additional documents be furnished:

> Eight sets of Reduced Plans less the number you have already forwarded which have not yet been received
>
> Five copies each of Bid Proposal and Special Provisions

When you prepare the Agreement Estimate for transmittal to the Bureau of Public Roads, please furnish fifteen copies for our use. Federal funds for Idaho's fifty per cent of the cost should be computed at our current Federal Aid ratio of 61.44%. We should have three copies of the contract when awarded.

Our Statutes require that contractors undertaking public works in Idaho must be licensed under the provisions of our Public Works Contractors State License Law, Section 54-1911 Idaho Code, a project of this magnitude will require a Class "A" license, the fee for which is $100.00. It is probable that the low bidder may already possess such a license, but in the event that he does not, it will be necessary that we condition our concurrence in award of contract until he is licensed as above.

Presumably he could commence work on the Oregon side and undertake operation on the Idaho side as soon as he had the necessary license. Should any contractors who are not licensed in Idaho take out plans and specifications for bidding, they may be advised that information and application forms for an Idaho license may be secured from the Public Works Contractors State License Board, John P. Molitor, Registrar, 1210 Grove Street, Boise, Idaho.

Our approval of structural plans will be forwarded separately.

Yours very truly,

E. V. Miller

E. V. MILLER
State Highway Engineer

RECEIVED
JAN 24 1956
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 9 - 1956
FOR FILING

S-70(2)

4622

January 11, 1956

Mr. Earle V. Miller
State Highway Engineer
Department of Highways
P. O. Box 879
Boise, Idaho

Dear Sir:

We are enclosing the following PS&E documents for the Nyssa Bridge, Oregon-Idaho Project No. S-3746(3):

Two sets of full size plans
Four copies of bid proposals
Four copies of special provisions
Six copies of PS&E Estimate

Since we do not know the amount of Federal funds Idaho wishes to request, this amount has been left blank in the PS&E estimate. It is our thought this information can be added by your department before submission to the Bureau of Public Roads.

As you probably know, Oregon operates under the 1954 Secondary Road Plan and accordingly will make no submission of Oregon PS&E documents for this project.

We expect to mail the reduced plans to you tomorrow.

Please let us know if you desire additional copies of any of the above documents.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JWS:ls

cc: O. O. Polk
F. M. Stephenson
S. H. Probert

January 13, 1956

Mr. Earle V. Miller
State Highway Engineer
Department of Highways
P. O. Box 879
Boise, Idaho

Dear Sir:

We are enclosing eight sets of reduced plans for the Nyssa Bridge, Oregon-Idaho Project No. S-3746(3). It is our assumption that six of the sets will be necessary for your submission to the Bureau of Public Roads.

If you need additional copies for your files, please let us know and we will send them to you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JWS:lc

cc: C. G. Polk
P. M. Stephenson
S. H. Probert

Oregon State Highway Department

Oregon-Idaho Federal Aid
Secondary Project No. S-3746(3)

NYSSA BRIDGE ON THE OLD OREGON TRAIL

HIGHWAY IN MALHEUR COUNTY, OREGON AND CANYON

COUNTY, IDAHO

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Jan. 10, 1956

Type Code [illegible]
Nyssa Bridge (Sta. 17+40 to Sta. 24+25)

All Required	Shoring, Cribbing, Etc.		$ 60,000.00
1,700 cu. yds.	Structural Excavation	$ 10.00	17,000.00
100 cu. yds.	Excavation Below Elevation Shown	20.00	2,000.00
1,300 cu. yds.	Seal Concrete	30.00	39,000.00
1,200 cu. yds.	Class "A" Concrete	60.00	72,000.00
175,000 lbs.	Metal Reinforcement	0.12	21,000.00
All Required	Structural Steel		255,864.00
1,400 lin. ft.	Metal Rail	12.50	17,500.00
50 lin. ft.	8-inch Metal Drain Pipe	4.00	200.00
All Required	Remove Old Bridge		25,000.00
	Subtotal		$509,564.00
	10% Engr. & Cont.		50,956.40
	Total		$560,520.40

Length of Structure 0.130 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Oregon Structure (50% of Total Cost)	$280,260.20	$168,000.00	$112,260.20
Idaho Structure (50% of Total Cost)	280,260.20	———	———
Total Structure	$560,520.40		

RECEIVED
MAY 9 - 1956
FOR FILING

S-70(2)
4622

Oregon State Highway Department

Oregon-Idaho Federal Aid
Secondary Project No. S-3746(2)

NYSSA BRIDGE ON THE OLD OREGON TRAIL HIGHWAY
IN MALHEUR COUNTY, OREGON and CANYON COUNTY, IDAHO

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code X031
Nyssa Bridge (Sta. 17+40 to Sta. 24+25)(Contract No. 4622)

All Required	Shoring, Cribbing, Etc.	$	$ 58,632.00
1,700 cu. yds.	Structural Excavation	7.00	11,900.00
100 cu. yds.	Excavation Below Elevation Shown	15.00	1,500.00
1,300 cu. yds.	Seal Concrete	29.00	37,700.00
1,200 cu. yds.	Class "A" Concrete	92.00	110,400.00
175,000 lbs.	Metal Reinforcement	0.15	26,250.00
All Required	Structural Steel		220,000.00
1,400 lin. ft.	Metal Rail	12.70	17,780.00
50 lin. ft.	8-inch Metal Drain Pipe	5.30	265.00
All Required	Remove Old Bridge		14,800.00
	Subtotal		$499,227.00
	10% Engr. & Cont.		49,922.70
	Total		$549,149.70

Length of Structure 0.130 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Oregon Structure (50% of Total Cost)	$274,574.85	$165,000.00	$109,574.85
Idaho Structure (50% of Total Cost)	274,574.85	168,698.78	105,876.07
Total Structure	$549,149.70	$333,698.78	$215,450.92

Funds for Construction:
Oregon: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
Idaho : Title 40 Idaho Code: Sections 40-405 and 40-2210, Idaho Code: and all acts amendatory thereof.

Funds for Maintenance:
Oregon: Chap. 529, Laws 1939.
Idaho : Title 40, Idaho Code: Sections 40-405 and 40-2210, Idaho Code: and all acts amendatory thereof.

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AUG 29 1955
FOR FILING

Nyssa Chamber of Commerce
19 N. 2nd Nyssa, Oregon

IN THE CENTER OF 175,000 ACRES OF FERTILE, IRRIGATED LAND
SUGAR CITY OF THE GREAT NORTHWEST

S 73 (3)
4622

August 24, 1955

Oregon State Highway Dept.
Salem, Oregon

Gentlemen:

With reference to your letter of August 10th, you state all charges of our itemized invoice to cover the cost of operating a ferry service across the Snake River during repairs to the Snake River Bridge, in December 1954, have been approved with the exception of one item in the amount of $281.01, for taxi rental.

Evidently, there has been a misunderstanding between the State Highway Dept. and the Nyssa Chamber of Commerce. We have been of the opinion that the State Highway Dept. would pay all operating expenses which total $1,069.71, the amount advanced by the Chamber to maintain the ferry service.

Anticipating a reimbursment of our funds within a short time, has necessitated borrowing money to pay our budgeted obligations. This has caused somewhat of a financial embarasment.

We are asking that you reconsider our claim and we trust you see fit to approve all of the charges on our itemized invoice.

Yours very truly,

NYSSA CHAMBER OF COMMERCE

Hamilton Chadderdon
Hamilton Chadderdon
Secretary

HC:m

Vouch 16 788 70

Called the above by Tel. 8-29 and confirmed our inability to pay for the Taxi Service.
W W Stiffler

RECEIVED
AUG 25 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. W. STIFFLER
file

RECEIVED
SEP 1 - 1955
FOR FILING

S-70(3)
4622

8/11
5m

August 17, 1955

County Court
Malheur County
Vale, Oregon

Gentlemen:

The State Highway Commission at its meeting on August 11 discussed the disposal of the old steel bridge across the Snake River at Nyssa when the new structure has been completed.

You will be pleased to know that the Commission approved giving the old steel span to Malheur County when it no longer is of use for State Highway purposes. It is my understanding that it will be about two years before the span is available.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

RECEIVED
AUG 11 1955
FOR FILING

70 (3)
[illegible]

August 10, 1955

Nyssa Chamber of Commerce
Nyssa, Oregon

Gentlemen:

Recently, I had returned to me my letter to you dated June 13, stating we had no record of an itemized statement from the Chamber to cover the cost or portion of the cost authorized by either Mr. De France or Mr. Stephenson in operating a ferry across Snake River during the repairs to the Snake River Bridge in December, 1954.

I have a report today, signed jointly by Mr. I. A. De France, Assistant Maintenance Engineer, and Mr. F. H. Stephenson, Bridge Engineer, in which they approve all of the charges in your itemized invoice (totaling $1,069.71), with the exception of $281.01 for taxi rental. Therefore, I have approved an invoice in the amount of $788.70, and am forwarding the same to our Accounting Division to process the claim for payment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

cc Mr. I. A. De France
Mr. A. F. Parson
Mr. C. H. Maison

FORM 830—90M—10-54—79485

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 9, 1955

SUBJECT: Ferry Service at Nyssa Bridge during repairs - December 4-12, 1954

To Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

Sunday morning December 5, 1954 while we were inspecting the Nyssa Bridge we were approached by a group of Nyssa businessmen headed by Leonard Hewitt, President of the Chamber of Commerce, Wayne Chestnut, President of the Nyssa Businessmen's Association, and Emil Stunz. They advised that they had arranged for an inboard motor boat to provide ferry service for pedestrians and that they planned to operate the ferry from 7:00 A.M. to 7:00 P.M. and that the Sugar Company planned to operate the boat from 11:00 P.M. to 1:00 A.M. for the benefit of the employees who lived in Idaho.

They suggested that this service be taken over by the Highway Department and estimated it to cost approximately $50.00 per day. We advised them that their request appeared reasonable and that we would investigate, suggesting in the meantime that they cover the operation with adequate Liability Insurance. A little later we went to the telephone office and reported conditions and plans to Mr. Baldock. Mr. Stephenson outlined the request for ferry service and Mr. Baldock approved but agreed that it would be better for the Chamber of Commerce to handle the details and to bill us for the cost. We advised the Chamber of Commerce accordingly. A few days later, when our bridge crews were operating on a three shift basis, it was agreed the ferry service should be operated 24 hours per day inasmuch as the ferry was often used by our own men in crossing and recrossing the river.

The boat landing on the Idaho side of the river is owned by the City of Nyssa however, expenditures for improvement of the boat landing may have been for the float on the Oregon side. The telephone calls may have been for insurance and for locating ferry boat operators. We believe the items listed on the attached auditor's statement can all be approved for payment with the exception of the taxi service item in the amount of $281.01. The taxi service was not mentioned in our discussion of the ferry service with the Chamber of Commerce officials and there was nothing in our agreement with them about such service. We noticed the taxi waiting at the end of the bridge but did not know that it was a free taxi until a short time before the new bridge was opened. We recommend that this item be deleted from the summary of expenditures and have accordingly prepared and approved invoices in the amount of $788.70 which covers all items except that for taxi service. We recommend your approval.

APPROVED W W Stiffler
Assistant State Highway Engineer

P M Stephenson
P. M. Stephenson
Bridge Engineer

I. A. DeFrance
Assistant Maintenance Engineer

NOTED
W. W. STIFFLER
file

IAD:db

FORM E-129 50M REVISED 3-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 13, 1955

Nyssa Chamber of Commerce
Nyssa, Oregon

Attention: Mr. Hamilton Chatterton, Secretary

Gentlemen:

On March 14, 1955, we addressed a letter to you relative to the cost of operating the small ferry boat last December while a temporary span was being constructed by State Forces to replace the span destroyed by a truck collision. To date we have received no reply.

Mr. Ralph Sipprell stated that in a phone conversation with Mr. Emil Stunz, Jr., regarding another matter, he was informed a reply had been made some time ago.

We have searched our various offices, inasmuch as there was a possibility a letter may have been received and delivered to the wrong office. A careful search was made and no trace of such a letter was found.

In case you mailed a reply, will you kindly forward a copy addressed to R. H. Baldock, State Highway Engineer, Attention W. W. Stiffler, Assistant. We would like to expedite the matter and take care of our obligation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By W W Stiffler
W. W. Stiffler
Assistant State Highway Engineer

FORM E-129 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 13, 1955

Nyssa Chamber of Commerce
Nyssa, Oregon

Attention: Mr. Hamilton Chatterton, Secretary

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Very truly yours,

R. H. Baldock
State Highway Engineer

By W W Stiffler
W. W. Stiffler
Assistant State Highway Engineer

Statement of expenses paid by the Nyssa Chamber of Commerce for time during break in bridge span crossing Snake River in 1954

1955

Schedule of wages paid for boat and ramp operators:

Finely Shuster	62 hours @ 1.50	$ 93.00	
	29 hours @ 2.25	65.25	
Dean Fife	48 hours @ 1.50	72.00	
	20 hours @ 2.25	45.00	
Kenneth Benton	10 hours @ 1.50	15.00	
Arthur Cartwright	10 hours @ 1.50	15.00	$305.25

Payroll taxes

2% FICA taxes on 305.25	$ 6.11	
State Industrial Accident Commission	5.00	11.11

Schedule of boat rental from E W Pruyn

12/4/54	11 hours @ 2.00 per hour	$ 22.00	
12/5/54	14 hours @ 2.00 per hour	28.00	
12/6/54	16 hours @ 2.00 per hour	32.00	
12/7/54	24 hours @ 35.00 per day	35.00	
12/8/54	24 hours @ 35.00 per day	35.00	
12/9/54	24 hours @ 35.00 per day	35.00	
12/10/54	24 hours @ 35.00 per day	35.00	
12/11/54	24 hours @ 35.00 per day	35.00	
12/12/54	24 hours @ 35.00 per day	35.00	292.00

Schedule of Boat fuel purchases

12/4/54	20 gal gas @ .33	6.60	
12/5/54	15.5 gal gas @ .32	4.96	
12/6/54	15 gal gas @ .33	4.95	
	5 qts oil @ .45	2.25	
12/7/54	15 gal gas @ .33	4.95	
	1 qt oil @ .45	.45	
12/8/54	30 gal gas @ .33	9.90	
12/9/54	15 gal gas @ .33	4.95	
12/10/54	15 gal gas @ .33	4.95	
12/11/54	15 gal gas @ .33	4.95	
12/12/54	15 gal gas @ .33	4.95	
	1 qt oil @ .45	.45	54.31

Schedule of taxi rental

12/4-5-6/54 3 days @ $22.50	67.50	
12/7 to 12/54 6 days @ 35.00	210.00	
Fuel for taxi service for three days	3.51	281.01

Schedule of insurance from Bernard Eastman Agency

Boat liability	23.15	
Boat insurance	5.00	28.15

Miscellaneous expenses

Stunz Lumber Company for ramp repair	47.82	
Fuel for night fires to Nyssa Elevator	2.00	
Accounting Service to Rinehart & Tensen	17.50	
Idaho Power for shore lights	9.00	
Malheur Home Telephone Co for toll calls	21.56	97.88

Total expenses	$1069.71

RECEIVED
AUG 9 - 1955
FOR FILING

[illegible]
Bridge
Gen
Nyssa

August 8, 1955

Oregon State Highway Commission

Gentlemen:

The Nyssa bridge belongs to the State of Oregon and the Commission may dispose of the material as it sees fit. In the past we have given such old spans to the county, when the old structure belonged to the county at the time the highway was designated.

In conformance with this policy, I would suggest that the bridge be offered to Malheur County. I understand that Judge Chester would be glad to receive it. It will be about two years before the span is available.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:lg

cc Mr. G. S. Paxson

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M K. McIVER, MEMBER
PORTLAND

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF CHAS. H. REYNOLDS
P O BOX 898
LA GRANDE, OREGON

August 5, 1955

Mr. G. S. Paxson
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Glen,

County Judge Chester of Malheur County has written in regard to obtaining a span of the steele bridge at Nyssa. What he would like to do is use this on the bridge across the Owyhee River on the County Road running to the Owyhee Dam.

As I understand the situation it may be some time before the new Bridge is completed and the request of Judge Chester could be granted but in any event would you please discuss it in the office and then have Mr. Baldock report to the Commission.

Sincerely yours,

ChasHReynolds
Commissioner

CHR:rn

8/8/55
Mr. Baldock:—
Under agreement dated 6/28/49
all salvage from Nyssa bridge belongs
to Oregon. Commission can dispose of
the material as they see fit. In the
past we have given old spans to
the counties when the old structure
was taken over from them
when the highway was
designated.

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[illegible]
STATE HIGHWAY ENGINEER

It will be about 2 years
before the span is available

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JUL 22 1955
FOR FILING

[illegible]
[illegible]

Salem, Oregon
July 21, 1955

Mr. S. H. Probert

Herewith a letter from Mr. Polk regarding the programming of the Nyssa job.

If I remember correctly, we did not want to carry our project under the same number that Idaho is using.

G. S. Paxson

GSP:gm
Attach.

NOTED
G. S. PAXSON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

July 19, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The processing of necessary documents for the proposed Snake River Bridge at Nyssa is somewhat complicated by reason of joint State financing and further because Idaho has not adopted the Secondary Highway Plan. Several questions in connection therewith have been asked of our Division Office. The answers are substantially as follows:

Idaho has already submitted a program request for its portion of the project under the project number of S-3746(2) and if it does not meet with serious objection it is suggested that Oregon use the same numbering. However, our Washington office has previously indicated that the use of dual numbering would be permissible providing all documents pertaining to the joint undertaking are clearly marked with both the Oregon and Idaho project numbers.

Oregon being under the Secondary Road Plan need not submit P. S. and E. for approval, but Idaho will. It will be necessary therefore for Oregon to supply Idaho with the required number of all P. S. and E. documents for submission to the Bureau of Public Roads, District Engineer in Boise in sufficient time for the latter to review and approve them before advertising.

NOTED
G. S. PAXSON

It is believed that the contracting can be handled without Bureau concurrence under the Secondary Road Plan, and only subject to any agreement between the two States. A joint project agreement can be prepared using Form PR-2 rather than PR-3. Vouchering by the two states will be in accordance with the regular practice of each. It is suggested that programming be expedited if advertising is contemplated in the near future.

Very truly yours,

C G Polk

C. G. POLK
District Engineer

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JUL 20 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 16 1957
FOR FILING

S 10(3)

4622

Ju[illegible], [illegible]

Mr. [illegible] G. Polk, Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Mr. Polk:

This is to request an exception to the Secondary Road Plan procedure regarding public hearings on the Nyssa Bridge Section Project No. S-70([illegible]) for the following reasons:

1. This project is the approach to the Nyssa bridge, the contract for which was awarded February 14, 1956.

2. The right-of-way for the approaches was purchased in November and December, 1955.

3. Notice was given the mayor of Nyssa in conformance with ORS 373.[illegible] regarding a public hearing on October 7, 1955, and no hearing was requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

CGS:mm

cc: Forrest Cooper
S. H. Probert
H. B. Glaisyer
C. G. Swenson

October 7, 1955

Mr. Paul House
Mayor
Nyssa, Oregon

Dear Sir:

The Oregon State Highway Commission plans to acquire right of way for and construct a revision of the Old Oregon Trail Highway in the city of Nyssa. This revision is in connection with the reconstruction of the Snake River Bridge and is minor in nature, affecting only that portion of the Old Oregon Trail Highway from Fourth Street east to the city limits. The existing bridge will be removed upon completion of the new structure. The general location of the project is shown in red on the attached sketch.

This notice is given in conformance with Chapter 447, Oregon Laws of 1955.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Attachment

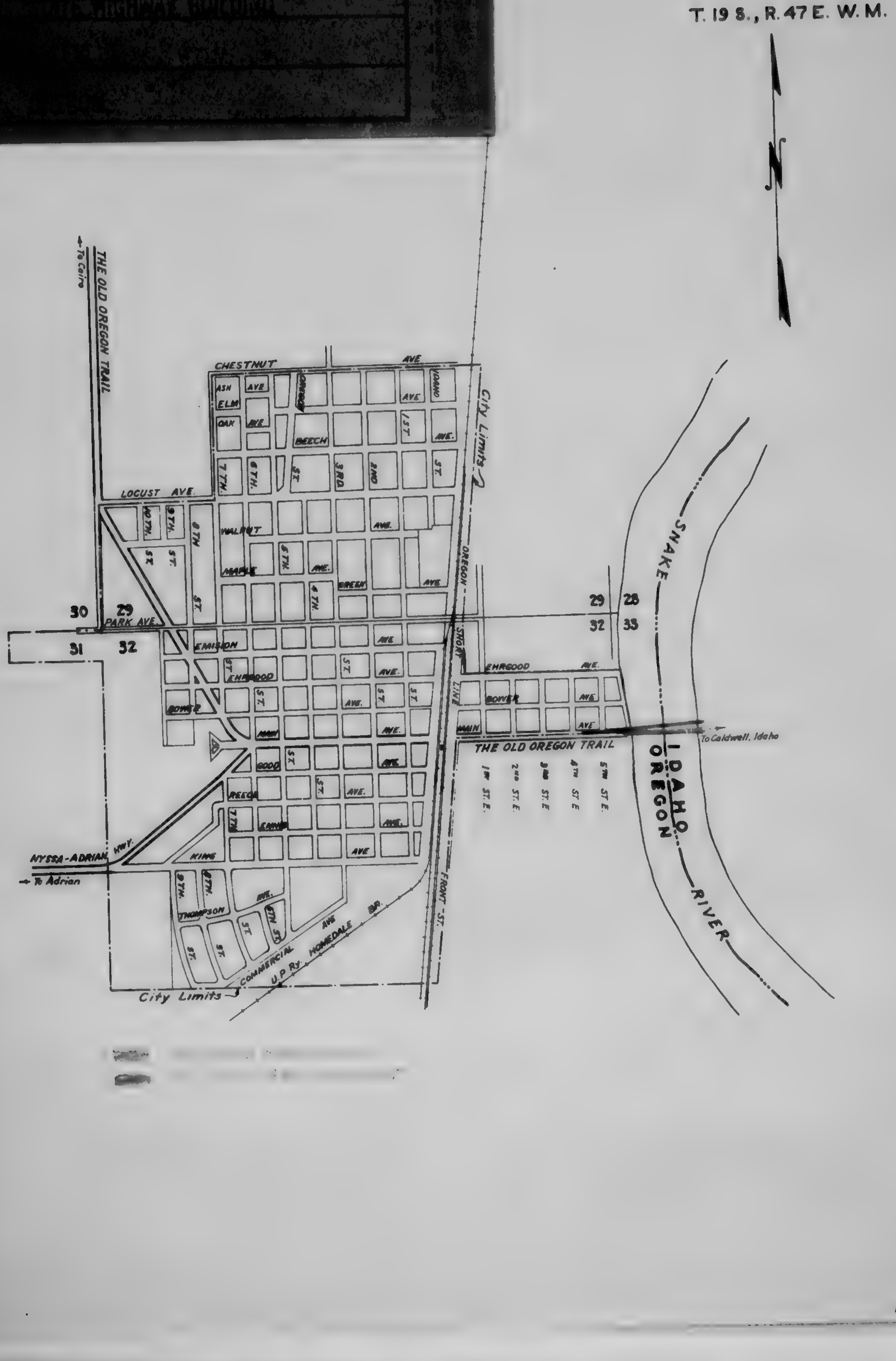
cc Mr. W. C. Williams
Mr. C. W. Enfield
Mr. G. S. Paxson
Mr. J. W. Cattrall

Rev 8-17-60

HIGHWAY DEPARTMENT

HIGHWAY BUILDING

2400


T. 19 S., R. 47 E. W. M.
N
THE OLD OREGON TRAIL
To Cairo
CHESTNUT AVE
ASH AVE
ELM
OAK AVE
IDAHO
BEECH
1ST AVE.
7TH.
6TH.
ST.
3RD
2ND
ST.
LOCUST AVE.
10TH.
9TH.
8TH
ST.
ST.
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WALNUT
AVE.
MAPLE
5TH.
AVE.
4TH.
GREEN
AVE
City Limits
OREGON
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29
PARK AVE.
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EHRGOOD
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BOWER
MAIN
AVE.
GOOD
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AVE.
REECE
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7TH
EMMA
AVE.
KING
AVE
NYSSA-ADRIAN HWY.
To Adrian
9TH.
8TH.
AVE.
THOMPSON
ST.
6TH ST.
ST.
ST.
COMMERCIAL AVE
U.P. Ry. HOMEDALE BR.
City Limits
SHORT LINE
FRONT ST.
29
28
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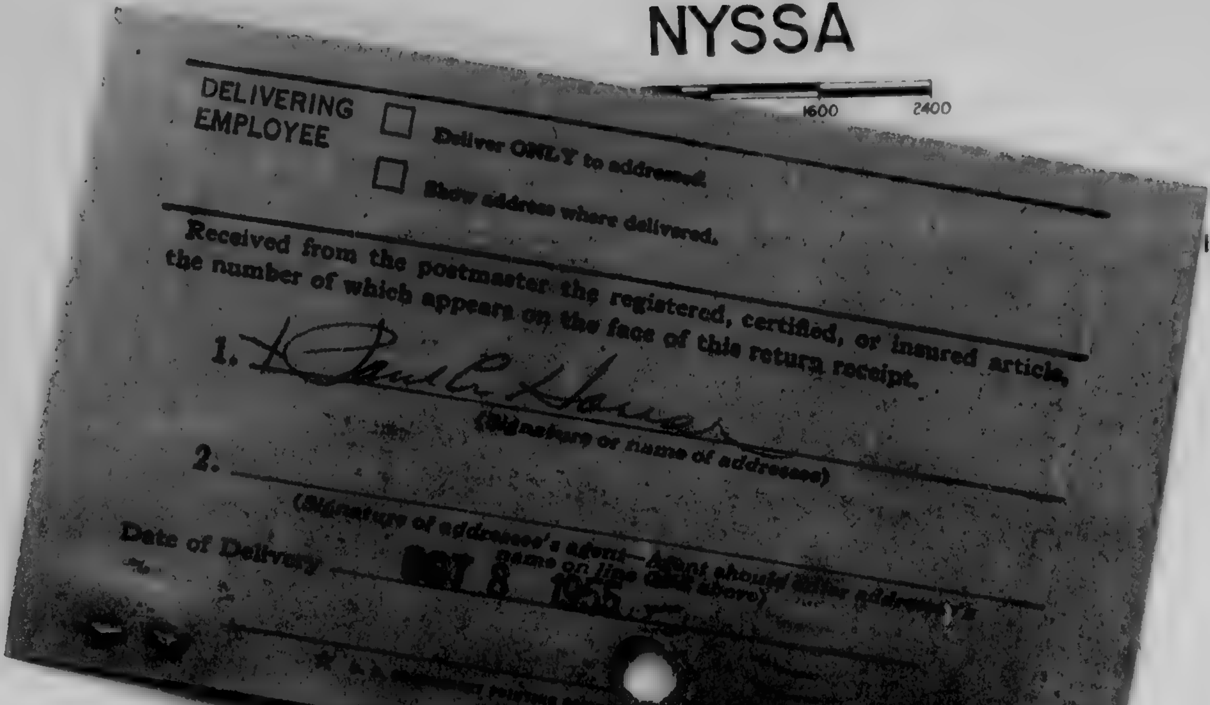
33
EHRGOOD AVE.
BOWER AVE.
MAIN AVE.
THE OLD OREGON TRAIL
To Caldwell, Idaho
1ST ST. E.
2ND ST. E.
3RD ST. E.
4TH ST. E.
5TH ST. E.
SNAKE
RIVER
IDAHO
OREGON

Rev 8-17-60

NYSSA



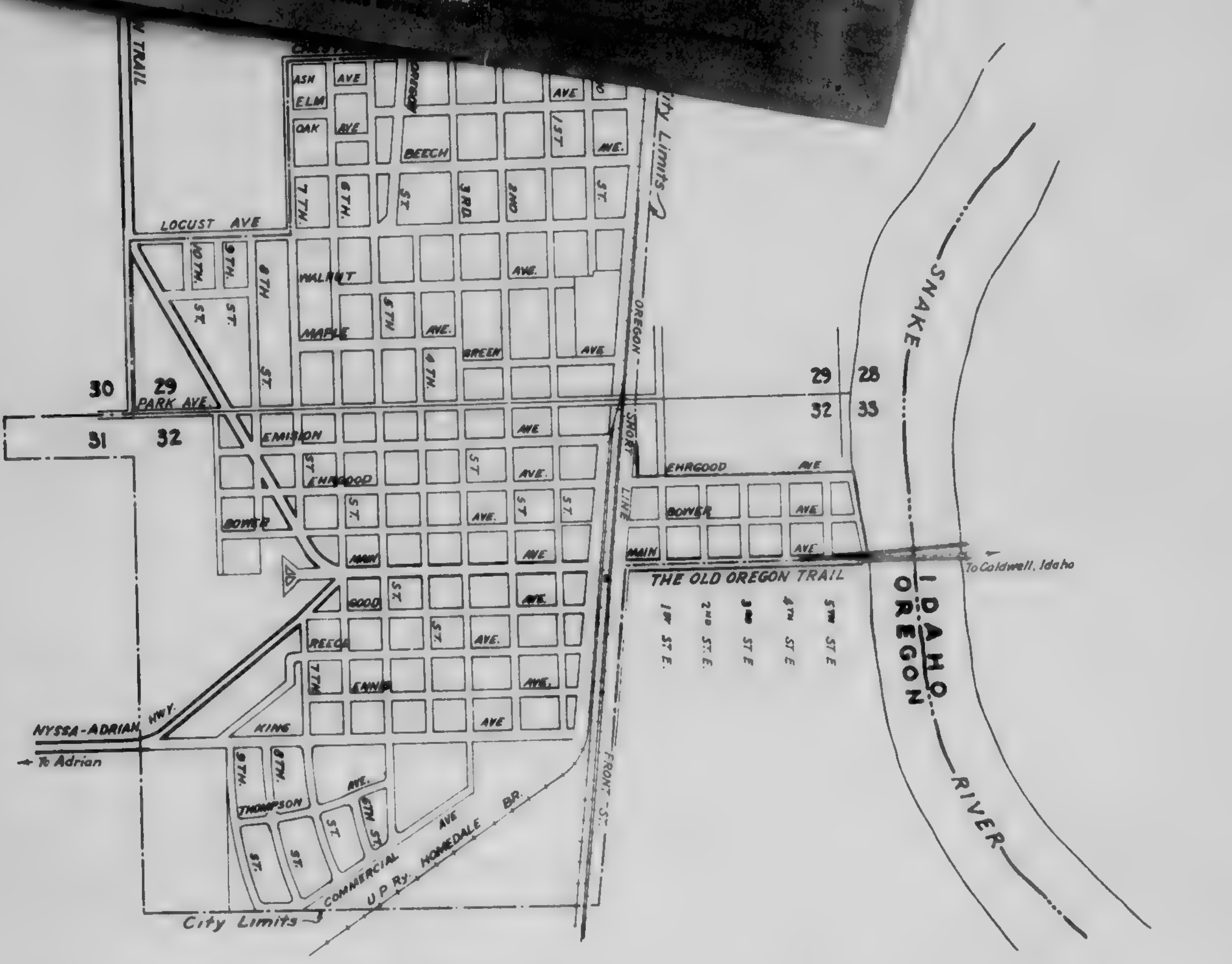
DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee.
☐ Show address where delivered.

Received from the postmaster the registered, certified, or insured article, the number of which appears on the face of this return receipt.

1. Paul E. Hauser
(Signature or name of addressee)

2. ____________________
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of Delivery OCT 8 1955



1600
2400
19 S., R. 47 E. W. M.
TRAIL
ASH AVE
ELM
OAK AVE
BEECH
AVE
1ST AVE.
7TH. 6TH. ST 3RD 2ND ST.
City Limits
LOCUST AVE
10TH. 9TH. 8TH
WALNUT AVE.
ST. ST.
MAPLE 5TH AVE.
4TH GREEN AVE
OREGON
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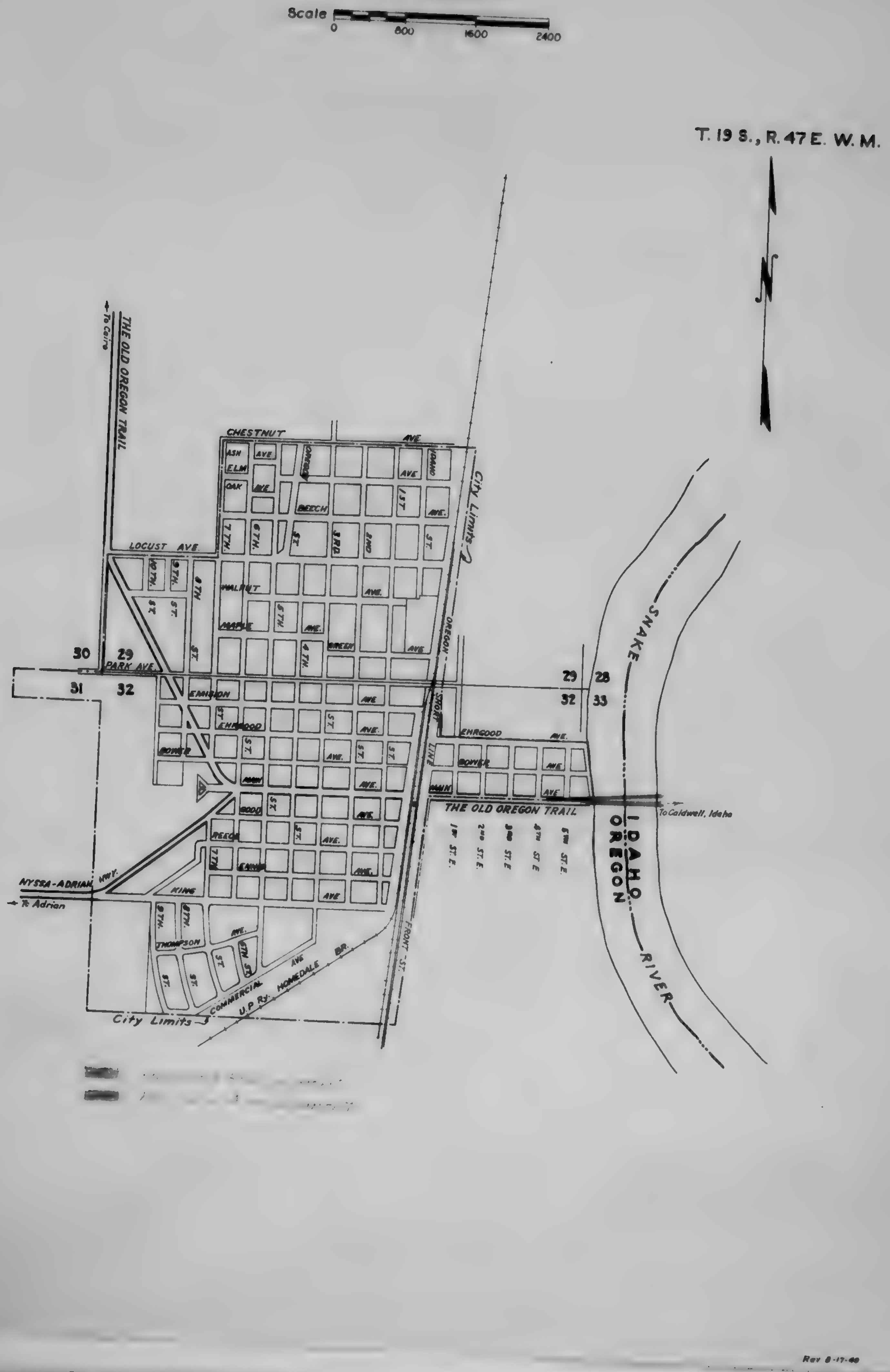
PARK AVE.
EMISION AVE
ST EHRGOOD AVE. ST
BOWER ST. AVE. ST
MAIN AVE
GOOD ST AVE.
REECE ST. AVE.
7TH ENNIS AVE.
KING AVE
NYSSA-ADRIAN HWY.
To Adrian
9TH. 8TH. AVE.
THOMPSON 6TH ST
ST ST
COMMERCIAL AVE
U.P. Ry. HOMEDALE BR.
FRONT ST.
SHORT LINE
City Limits
29 28
32 33
EHRGOOD AVE
BOWER AVE
MAIN AVE
THE OLD OREGON TRAIL
1ST ST. E. 2ND ST. E 3RD ST E 4TH ST E 5TH ST E
To Caldwell, Idaho
IDAHO
OREGON
SNAKE RIVER

Rev 8 17-49

NYSSA


Scale
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1600
2400
T. 19 S., R. 47 E. W. M.
N
THE OLD OREGON TRAIL
To Cairo
CHESTNUT AVE.
ASH AVE.
ELM
OAK AVE.
OREGON
IDAHO AVE.
BEECH
1ST AVE.
7TH.
6TH.
ST.
3RD.
2ND
ST.
LOCUST AVE.
10TH.
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8TH ST.
WALNUT AVE.
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City Limits
OREGON SHORT LINE
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NYSSA-ADRIAN HWY.
To Adrian
KING
AVE
9TH.
8TH.
THOMPSON AVE.
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6TH ST.
COMMERCIAL AVE
U.P. Ry. HOMEDALE BR.
FRONT ST.
City Limits
EHRGOOD AVE.
BOWER AVE.
MAIN AVE
THE OLD OREGON TRAIL
To Caldwell, Idaho
1st ST. E.
2nd ST. E.
3rd ST. E
4th ST. E
5th ST. E
SNAKE RIVER
IDAHO
OREGON

Rev 8-17-40

RECEIVED
SEP 14 1955
FOR FILING

[illegible] (3)
[illegible]

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER

E. V. MILLER
STATE HIGHWAY ENGINEER

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

July 7, 1955

Nyssa Bridge

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Reference is made to our letter of May 10th in answer to your letter of May 6th, relative to the proposed Lease with the City of Nyssa, covering storage of bridge material.

After a personal contact with the City Attorney, he wrote a letter stating his views as to the execution of the revised Lease which was transmitted to us with your letter and the reasons why the City did not execute the revised Lease. A copy of his letter is enclosed. He failed however to return to us the revised Lease copies, and we are still endeavoring to obtain them at which time they will be mailed to you.

Very truly yours,

E. V. MILLER
State Highway Engineer

E. H. Brunner

By: E. H. Brunner
Right of Way Engineer

Encl.

NOTED
H. B. GLAISYER

RECEIVED
JUL 11 1955
OREGON
STATE HIGHWAY COMMISSION

COPY

I don't have anything in my files and

neither does the File Room.

rn

9-14-55 Mr. H. W. Hughlett of Maint. Dept. said the project covering the storage of this bridge is all completed.

Johanna

NOTED
H. B. GLAISYER

Nyssa, Oregon
May 18, 1955

Attention: Mr. E. H. Brunner

Dear Mr. Brunner:

Reference your letter of April 25, 1955, in connection with the proposed lease from the City of Nyssa to the Idaho and Oregon Highway Departments for temporary storage site of the dismantled bridge sections, I have discussed the matter with our City Council and inasmuch as all sections of the bridge have been removed from the city property, there is no point in entering into a lease at this time for such storage.

Under the circumstances I am returning to you herewith the proposed leases which were submitted.

Thank you for your courtesy and cooperation.

Very truly yours,

/s/ Harold Henigson
City Attorney

HH:fld

Enc.

CITY OF NYSSA

COPY

Nyssa, Oregon
May 18, 1955

Mr. E. V. Miller
State Highway Engineer
Department of Highways
P. O. Box 879
Boise, Idaho

Attention: Mr. E. H. Brunner

Dear Mr. Brunner:

Reference your letter of April 25, 1955, in connection with the proposed lease from the City of Nyssa to the Idaho and Oregon Highway Departments for temporary storage site of the dismantled bridge sections, I have discussed the matter with our City Council and inasmuch as all sections of the bridge have been removed from the city property, there is no point in entering into a lease at this time for such storage.

Under the circumstances I am returning to you herewith the proposed leases which were submitted.

Thank you for your courtesy and cooperation.

Very truly yours,

/s/ Harold Henigson
City Attorney

HH:fld

Enc.

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER

E. V. MILLER
STATE HIGHWAY ENGINEER

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

May 10, 1955

Nyssa Bridge

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Reference is made to your letter of May 6th in regard to the Lease Agreement between the State of Idaho, State of Oregon and the City of Nyssa.

The copies of the proposed Agreement were delivered personally to the City Attorney of Nyssa on March 4th with the request that they be executed. Not having heard from the City, we traced on the City Attorney on April 25th and to date no reply has been received.

We will make another personal call to Nyssa to see if the Agreement cannot be obtained. We will keep you advised.

Very truly yours,

E. V. MILLER
State Highway Engineer

E. H. Brunner

By: E. H. Brunner
Right of Way Engineer

REFERRED TO [illegible]
BY SECRETARY

Attorney

RECEIVED
MAY 12 1955
OREGON
STATE HIGHWAY COMMISSION

May 6, 1955

Mr. E. V. Miller
State Highway Engineer
Department of Highways
P. O. Box 879
Boise, Idaho

Attention: Mr. E. H. Brunner
Right of Way Engineer

Gentlemen:

Reference is made to your letter of March 1, 1955, regarding the revised Lease Agreement between the City of Nyssa, the State of Idaho and the State of Oregon covering the storage of bridge material from the dismantled East span of the Nyssa Bridge.

The copies of this agreement were referred, by your office, to the City of Nyssa for approval after which one fully executed copy was to be forwarded to this office for the Commission's files. This copy has not been received to date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

March 4, 1955

Mr. E. V. Miller
State Highway Engineer
Department of Highways
P. O. Box 879
Boise, Idaho

Attention: Mr. E. H. Brunner
Right of Way Engineer

Gentlemen:

Thanks for the information contained in your letter of March 1, 1955 regarding the revised lease form covering the storage of bridge material from the dismantled east span of the Nyssa Bridge.

As requested in the second paragraph thereof, I am returning to you herewith the old lease forms which were transmitted to the Oregon Highway Department with your letter of January 26, 1955.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encls.

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER

E. V. MILLER
STATE HIGHWAY ENGINEER

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

March 1, 1955

Nyssa Bridge

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Reference is made to your letter of February 11th, with which you enclosed three copies of a revised Lease covering the storage of bridge material from the dismantled East span of the Nyssa Bridge.

The revised Agreements are being referred to the City of Nyssa for approval. In the meantime, will you kindly return to us the old Lease forms which were tranmitted to you with our letter of January 26th.

Very truly yours,

E. V. MILLER
State Highway Engineer

E. H. Brunner G.

By: E. H. Brunner
Right of Way Engineer

ANSWERED
H. B. GLAISYER

RECEIVED
MAR 3 1955
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
Gueny
BY SECRETARY

watch for return
of our copy

February 11, 1955

Mr. Earle V. Miller
State Highway Engineer
Idaho Department of Highways
State Capitol Building
Boise, Idaho

Dear Mr. Miller:

I hand you herewith original and two copies of a form of lease whereby the City of Nyssa, Oregon, known as the party of the first part, leases to the States of Idaho and Oregon, through their respective Highway Departments, a small parcel of land to be used as a site for the storing of steel from the dismantled east span of the bridge over the Snake River at Nyssa.

Sometime ago you forwarded to this office a form of lease agreement covering the same matter, but our Legal Counsel advised that it was not in proper form due to the fact that the lease was prepared to be executed by the State Highway Engineer rather than the Commissioners, and it also contained a "save harmless" provision running to the City of Nyssa which we do not have the power to execute.

He prepared a new form which it is hoped meets with your approval. If so, will you kindly sign the same in behalf of the Idaho Department of Highways, and secure execution on the part of the City of Nyssa. It will be appreciated if you will then return the original to me for the Highway Commission's records and files. You may retain for your records one of the copies and leave one with the proper official of the City of Nyssa.

Thanking you kindly, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Encls.

P. S. Please let me know what you want done with the old lease forms.

HBG

REFERRED TO
Gueney
BY SECRETARY

watch for return
of our copy

February 11, 1955

Mr. Earle V. Miller
State Highway Engineer
Idaho Department of Highways
State Capitol Building
Boise, Idaho

Dear Mr. Miller:

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Sometime ago you forwarded to this office a form of lease agreement covering the same matter, but our Legal Counsel advised that it was not in proper form due to the fact that the lease was prepared to be executed by the State Highway Engineer rather than the Commissioners, and it also contained a "save harmless" provision running to the City of Nyssa which we do not have the power to execute.

He prepared a new form which it is hoped meets with your approval. If so, will you kindly sign the same in behalf of the Idaho Department of Highways, and secure execution on the part of the City of Nyssa. It will be appreciated if you will then return the original to me for the Highway Commission's records and files. You may retain for your records one of the copies and leave one with the proper official of the City of Nyssa.

Thanking you kindly, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Encls.

P. S. Please let me know what you want done with the old lease forms.

HBG

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 31, 1955
Salem Office

SUBJECT: Re: Nyssa Bridge

To:

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

Pursuant to your request that we render an opinion concerning the legality of the lease of a storage lot from Nyssa, Oregon, the said lot being located on Idaho land; there is no reason why this may not be done, as we are here contracting with an Oregon political corporation.

In the lease agreement proper, the lease is made out to be executed by the State Highway Engineer, rather than the Commissioners, and it also contains a save harmless provision running to the City of Nyssa, which we do not have power to execute. Hence, I am taking the liberty of having another lease form prepared and am transmitting it herewith.

I talked to Mr. Williams regarding the general over-all situation at Nyssa, and believe that the execution of the attached lease agreement will amply cover the Nyssa transaction.

Very truly yours,

C W Enfield
C. W. ENFIELD
Chief Counsel

JD:mab

Attach:

REFERRED TO
[illegible]
By State Highway Engineer

FEB [illegible]
STATE [illegible]

Earl Miller
2-15

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER

E. V. MILLER
STATE HIGHWAY ENGINEER

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

January 26, 1955

Nyssa Bridge

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Reference is made to your letter of December 21st in regard to the reconstruction of the Nyssa Bridge and particularly the Lease from the City of Nyssa covering the use of the City's property at the East end of the Bridge.

The proposed Lease has now been executed by the City of Nyssa and by the Idaho Department of Highways and three copies are herewith enclosed for execution by you, after which the three copies should be returned to this office. You will note the signatures of the Mayor and Recorder of the City of Nyssa have not been acknowledged before a Notary Public and the Leases will be returned to the City for the addition, after which you will be furnished a fully executed copy of the Lease for your files.

Very truly yours,

E. V. MILLER
State Highway Engineer

E. H. Brunner

By: E. H. Brunner
Right of Way Engineer

Encls.

RECEIVED
JAN 27 1955

FORM S-120 50M REVISED 3-55

RECEIVED
JUN 21 1955
FOR FILING

MEMBER S 70 [illegible]
4-29

Mr. Baldock

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland
H. B. GLAISYER
Secretary

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer
W. C. WILLIAMS
1st Asst. State Hwy. Engr.
W. W. STIFFLER
2nd Asst. State Hwy. Engr.
C. W. ENFIELD
Chief Counsel

June 20, 1955

Mr. Ben R. Chandler, Chairman
State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Chas. H. Reynolds, Member
State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
State Highway Commission
255 S. W. Broadway
Portland 5, Oregon

Gentlemen:

There will be on the agenda for your meeting of June 30-July 1, 1955, the matter of instituting legal proceedings for the collection of damages resulting from the collapse of the bridge across the Snake River at Nyssa.

You may recall that the easterly span of this bridge collapsed on December 4, 1954. At the time the bridge collapsed a truck carrying a four-wheel trailer as a load was proceeding across the bridge. An exhaustive study of the facts surrounding the collapse of the bridge has been made by our Engineering Department, and it has been concluded that the only conceivable way in which the bridge could have collapsed was as the result of the truck striking the superstructure of the bridge. Claim was made against Mr. William McCarver, owner of the truck, and Mr. Don Weilmunster, operator of the truck, for the sum of $18,000.00, representing the cost of constructing a temporary span for the purpose of carrying traffic until a new bridge can be constructed. The insurance carrier for Mr. McCarver has rejected the claim, contending that the vehicle of its assured could not have caused the accident.

It appears that the immediate cause of the collapse was the failure of the west portal brace of the east span of the bridge. It appears that this portal brace was struck, moving the same in a westerly direction, thus pulling the side trusses of the span toward the longitudinal center line of the span. It was concluded that the span was struck by the truck owned by Mr. McCarver. The height of the portal brace, however, was 13 ft. 3 in. above the deck of the bridge. The maximum height of the truck with the trailer properly loaded thereon would be only 11 ft. 8 in.

It is possible that the tongue of the trailer could have extended to a height sufficient to strike the superstructure if chained into an upright position. The operator of the vehicle denies that this was the case. We have as yet been unable to obtain any definite evidence to rebut the contentions of the insurance company or to support our position that the truck was the direct cause of the collapse of the bridge other than the studies completed by our Engineering Department, which reveal that the bridge could not have collapsed unless struck by the truck.

We have requested that the insurance company reconsider its rejection of the State's claim, but have not yet been advised of the final determination of the insurance company. If legal proceedings are instituted for the collection of this claim, we will be faced with extreme difficulty in establishing to the satisfaction of the jury that the collapse was caused by the truck referred to above in the face of the flat denials of the owner and operator of the truck. It is problematical at best whether we would be successful in such legal proceedings.

It is respectfully requested that you advise me of your wishes in this matter. If you direct the institution of legal proceedings, we will, of course, prosecute the same to the best of our ability; however it is my feeling that you should be advised of the doubtful possibility of success if such action is undertaken.

Very truly yours,

C. W. ENFIELD
Chief Counsel

RLM/mlk
✓ cc: Mr. R. H. Baldock
Mr. H. B. Glaisyer
Mr. G. S. Paxson

FORM E-30 [illegible] 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

AGENDA
JUN 30 1955

2-f
26

Salem, Oregon
June 17, 1955

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Please place the following item on the agenda for the June 30-July 1 meeting of the Highway Commission:

> Consider authorizing institution of legal proceedings for the collection of damages resulting from the collapse of the Nyssa Bridge.

NOTED
H. B. GLAISYER

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Robert L. May Jr
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk

C.C.R.

R

RECEIVED
JUN 14 1955
FOR FILING

5-7 [illegible]
45[illegible]

June 13, 1955

Nyssa Chamber of Commerce
Nyssa, Oregon

Attention: Mr. Hamilton Chatterton, Secretary

Gentlemen:

On March 14, 1955, we addressed a letter to you relative to the cost of operating the small ferry boat last December while a temporary span was being constructed by State Forces to replace the span destroyed by a truck collision. To date we have received no reply.

Mr. Ralph Sipprell stated that in a phone conversation with Mr. Emil Stunz, Jr., regarding another matter, he was informed a reply had been made some time ago.

We have searched our various offices, inasmuch as there was a possibility a letter may have been received and delivered to the wrong office. A careful search was made and no trace of such a letter was found.

In case you mailed a reply, will you kindly forward a copy addressed to R. H. Baldock, State Highway Engineer, Attention W. W. Stiffler, Assistant. We would like to expedite the matter and take care of our obligation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By
W. W. Stiffler
Assistant State Highway Engineer

IAD:reb
c.c. - I. A. DeFrance

RECEIVED
MAY 23 1955
FOR FILING

S-76([illegible])
4622

May 20, 1955

The District Engineer
Corps of Engineers
U. S. Army
19 East Poplar Street
Walla Walla, Washington

Dear Sir:

Application is hereby made by the State Highway Department of the State of Oregon at Salem, Oregon, for approval by the Chief Engineer and the Secretary of the Army of plans for a bridge to be constructed across the Snake River at the City of Nyssa, Oregon, as shown on the attached plan.

The legal authority for the structure is found in the General Bridge Act of 1946. Specific authority of the engineer to prepare plans and specifications is found in O.C.L.A., Section 100-126, Subsection 6. Attached hereto is an excerpt from the minutes of the Highway Commission authorizing the construction of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

PMS:aa

cc P. M. Stephenson

RECEIVED
MAY 20 1955
FOR FILING

S-70(3)
9622

NOTED

May 16, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Idaho has submitted a program item, Stage 1-A, for acceptance of its share of the Snake River Bridge at Nyssa. Data on the Idaho program item is as follows:

Item No.	356
Project No.	S-3746(2)
Length	0.1 miles - Idaho portion
Total Cost	$250,000 - Idaho portion Total estimated cost is $500,000

Since this is a jointly financed project between two States, it must be accepted and approved concurrently.

It is requested therefore that a program memorandum request for approval of a Stage 1-A item covering the Oregon portion of this joint project be submitted. Previous correspondence and your December 30, 1954 letter indicated the probable Oregon project number as S-70(3). We understand that the Oregon department is to prepare the plans, let the contract, and supervise the construction.

Our Division Office signifies that it would be desirable if Oregon could also submit an Item covering the approach section.

Very truly yours,

C. G. POLK
District Engineer

REFERRED TO
Paxson
By State Highway Engineer
Please prepare a reply.

(Original given to Mr. Paxson)

RECEIVED
MAY 18 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 25 1955
FOR FILING

FORM E30—80M—10-54—79485
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4 [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 21, 1955

SUBJECT: Nyssa Bridge

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
State Highway Department
OFFICE

Dear Sir:

We have received a summary from Mr. Parson detailing the costs involved in the construction and placing in service the temporary span at Nyssa in December, 1954. Mr. Bangert has listed in detail all costs, showing the labor cost details, including workmens' names, rates, hours worked, Industrial Accident insurance, sick and vacation leave, etc.

Whereas our preliminary estimate of the cost of the construction of this temporary bridge was approximately \$18,000, the total figure now is \$20,453.56. There is included in the above figure, however, a considerable amount of labor and equipment rental by Mr. Hussey's section crew at Ontario, and a small amount by Scarbrough's section crew at Baker, and Greene's extra gang crew at Baker. Much of this work was traffic control, signing, etc., which possibly should not all be charged to the direct cost of the bridge construction. There was also an item of \$1,076.68 which appears to be the cost of all expenses incurred by the City of Nyssa, a considerable amount of which was undertaken at their own volition, and without any assurance that the State would reimburse them for it.

Taking the above into consideration, it is our opinion that the actual cost of building this temporary bridge will be found to be approximately \$20,000.

We are holding the detailed cost report in our files where it will be available should the Legal Department require it in their negotiations for recovery from the insurance company.

Very truly yours,

I A DeFrance

I. A. DeFrance
Assistant Maintenance Engineer

IAD:reb
c.c.m O. E. McAdams, Jr. - File # CAO 55-14
A. F. Parson
J. B. Bangert

RECEIVED
APR 22 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W W STIFFLER

RECEIVED
MAR 15 1955
FOR FILING

[illegible]
[illegible]

March 14, 1955

Nyssa Chamber of Commerce
Nyssa, Oregon

Gentlemen:

We are in receipt of a statement prepared by Rinehart and Tensen, Accountants, showing expense you incurred last December, 4th to 12th inclusive, during the closure of the Snake River Bridge, including the cost of the Ferry service which you furnished.

The preliminary estimate of the cost of the Ferry service as discussed Sunday morning, December 5, 1954, was $60.00 per day and approval was obtained for the State to reimburse the Chamber of Commerce on that basis.

The accountants' statement shows that the cost of the Ferry service, including labor, rental, fuel, insurance, and payroll tax, totals $700.15. This amount is considerably in excess of the estimated $540.00 for nine days at $60.00. The over run may be due to the high rental charged for the boat. At the rate of $292.00 for nine days, the rent for the entire month would have been in excess of $1,000. This appears high, but possibly you can give a satisfactory explanation therefor.

In line with our proposal to reimburse you for the Ferry service expense, it is in order for you to submit your invoice in quadruplicate for the expense chargeable to the Ferry service. The invoices should show in detail, dates, hours worked, rate of pay for operators, rental rate for boat, etc. This detail is required by State Department of Finance, and Secretary of State regulations to facilitate their audit of State expenditures.

Very truly yours,
R. H. Baldock
State Highway Engineer

By
W. W. Stiffler
Assistant State Highway Engineer

IAD:reb
c.c. I. A. DeFrance

FORM S-155 50M REVISED 2-55

RECEIVED
MAR 21 1955
FOR FILING

Const
Bridges
[illegible]
Nyssa

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

March 14, 1955

Northwest Iron & Metal Co.
2323 North 30th Street
Boise, Idaho

Attention: Mr. Joe Sereduk, Proprietor

Gentlemen:

This is to acknowledge receipt of your Cashier's Check No. 44891 in the sum of $371.25 for bridge steel located at Nyssa, on which bids were received February 21. This amount plus your deposit of $42.00 equals $413.25, the total amount that you bid.

Bid Item No. 62 was prepared in the Proposal to be a lump sum bid, and it was not intended that a unit price be shown. However, you have shown a unit price of $14.25 per ton and a total of $413.25. We are accepting your lump sum bid of $413.25. It will not be necessary, therefore, to weigh the steel as you have paid for it in full.

You may consider this letter as authority to take possession of the old bridge steel and remove it from state property. For further details concerning removal of the steel, please contact Mr. F. J. Hussey, Section Foreman at Ontario, Phone 255M, or Mr. Brownie Bangert, Bridge Superintendent, 1601 Seventh Street, La Grande, Phone 11084.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

cc Mr. W. W. Stiffler
Mr. E. A. Collier
Mr. A.F, Parson
Mr. Dale Brunell
Mr. F. J. Hussey, Ontario
Mr. J. Brownie Bangert, La Grande

NOTED
W. W. STIFFLER

Statement of expenses of Nyssa Chamber of Commerce for time during break in bridge

Statement of expenses of Nyssa Chamber of Commerce for time during break in bridge span crossing Snake River in 1954. This statement is prepared by the firm of Rinehart and Tensen, licensed public Accountants.

Idaho Power Company for ferry lights	$ 9.00
Malheur Home Telephone	21.56
Arthur Cartwright for ferry service	15.00
Kenneth Benton for ferry service	15.00
Fineley Shuster for ferry service	158.25
Dean Fife for ferry service	117.00
Fuel for use in ferry boat	57.82
Taxi service from Wayne Chesnut	67.50
Taxi service from Courtesy Cabs	210.75
Insurance, liability	33.15
Boat rental for use as ferry	292.00
Ramp repair	47.82
Fuel for night shore fires	2.00
Payroll taxes	12.33
Accounting services	17.50
Total expenses	$1076.68

RINEHART & TENSEN, ACCOUNTANTS

Grant H Rinehart

---

of making an amicable adjustment of the claim. Mr. Lovelett was advised of the type of construction of the bridge, shown a report of the Highway and independent tests of the steel in the bridge, shown pictures in our file; advised that engineering data showed that the bridge, from information available, would have had to collapse almost instantly after the cross-brace was struck; that we have no actual eye-witness to the striking of the cross-brace of the bridge by the Weilmunster truck and trailer but we do have a witness who was approaching the Weilmunster truck and trailer, saw it enter upon the bridge and who came to a stop before entering upon the collapsed portion of the bridge because he had noticed the lights of the Weilmunster truck had come to a stop, thus disclosing from the engineering data available that no other vehicle could have struck the cross-brace and caused the collapse.

NOTED

RECEIVED
MAR 1 1955
FOR FILING

FORM E-30X—50,000—10-54—7[illegible]84

S-[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 28, 1955

SUBJECT: Collapse of Nyssa bridge
File No. CAO-55-14

To: MEMO TO FILE

Mr. G. S. Paxson, assistant highway engineer, P. M. Stephenson, bridge engineer, and myself met this morning at 8 o'clock to discuss data pertaining to the collapse of the Nyssa bridge on December 4, 1954. At 9 o'clock Mr. Stephenson and myself left for a conference with Mr. E. C. Lovelett of the Claims Department of the Oregon Automobile Insurance Company, the insurer of Donald Weilmunster, whose truck and trailer was responsible for the collapse of the bridge.

Our conference with Mr. Lovelett disclosed that he was very much surprised by the State presenting a claim for damages; that his own file was incomplete, and the rejection of the State's claim had been based on the assumption that the bridge had collapsed for some unknown reason which had nothing whatsoever to do with his assured. His original attitude was very skeptical of the authenticity of any claim by the State. The entire conference, therefore, was merely a laying of the foundation for future possible negotiations.

I believe Mr. Stephenson and I have convinced Mr. Lovelett that the State is sincere in its belief that the truck and trailer of Donald Weilmunster caused the collapse of the Nyssa bridge. In accordance with instructions, the theory and facts available to the State were presented to Mr. Lovelett and he was promised access to the complete file of the State at any time he might desire, with a view of making an amicable adjustment of the claim. Mr. Lovelett was advised of the type of construction of the bridge, shown a report of the Highway and independent tests of the steel in the bridge, shown pictures in our file; advised that engineering data showed that the bridge, from information available, would have had to collapse almost instantly after the cross-brace was struck; that we have no actual eyewitness to the striking of the cross-brace of the bridge by the Weilmunster truck and trailer but we do have a witness who was approaching the Weilmunster truck and trailer, saw it enter upon the bridge and who came to a stop before entering upon the collapsed portion of the bridge because he had noticed the lights of the Weilmunster truck had come to a stop, thus disclosing from the engineering data available that no other vehicle could have struck the cross-brace and caused the collapse.

NOTED

Mr. Lovelett was also presented with the theory that, from the facts available, the driver of the truck must have had the trailer loaded during the night; that it is customary when these trailers are loaded to have the tongue of the trailer chained in a somewhat upright position; that the driver evidently forgot to release the chain and drove from the origin of his journey to the bridge with the tongue of the trailer in the same position as when loaded; that a check has been made of the route which he was supposedly following; that the route has only three (3) points of limited clearance, the lowest of which is approximately 15 feet; that the tongue in a normal position is approximately 11½ feet high; that in the chained-up position it could be approximately 13 feet high; that the angle of the first cross-brace which was facing away from the Weilmunster vehicle was approximately 13 feet high and was negotiated by the driver; that the angle of the second cross-brace, which he struck, was facing and open to the vehicle; that all intervening clearances were at least 13 ft.3 inches in height; that with the limited clearance, the difference of approximately 1/2 to 1 inch clearance was all that was required to cause the tongue of the trailer to strike into the open portion of the angle of the cross-brace, thereby bending it up, pulling the supporting structure out of line and causing such supporting structure to buckle almost instantly.

In the course of the discussion Mr. Lovelett's attitude had undergone a considerable change; he was no longer of the opinion that the State's claim was completely unfounded, and stated that he would make a complete investigation and very likely call in an independent engineer to determine the correctness or incorrectness of the State's position. He stated further that he would be able to advise us of the insurance company's position about the 16th of March.

I believe that this claim, if it is denied by the insurance company and brought to suit by the Highway Department, will hinge greatly upon the ability of the engineers to uphold their theory and the validity of this theory will be the prime factor in determining the success or failure of the claim.

I would recommend that the matter be presented to the Highway Commission at its next meeting and authority to sue requested, but that the matter be held in abeyance until further negotiation can be entered into with the insurance company before further policy can be determined.

O. McAdams

OWEN E. McADAMS, JR.
Assistant Attorney

OEMcA:MH
cc: Mr. Enfield
Mr. Baldock ✓
Mr. Paxson
Mr. Stephenson

p

FORM PO 206

DECEIVED
MAR 8 1955
FOR FILING
5 - (3)
4 -

PITTSBURGH TESTING LABORATORY

2419 S.E. Powell Blvd.
PORTLAND 2, OREGON

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1st

ORDER NO. PO 650
FILE NO.
LABORATORY NO.
CUSTOMER NO. Ltr. 2/3/55-Mr. Paxson

February 24, 1955

REPORT OF TENSILE TEST OF Steel coupons witness sampled at Oregon State Highway Materials Lab., Salem, Oregon, by Pittsburgh Testing Laboratory representative.

MADE FOR Oregon State Highway Department

DESCRIPTION	ORIGINAL AREA SQ. IN.	YIELD POINT POUNDS	MAXIMUM LOAD POUNDS	YIELD POINT LB. PER SQ. IN.	TENSILE STRENGTH LB. PER SQ. IN.	ELONGATION IN. IN.	ELONGATION PER CENT	REDUCTION OF AREA PER CENT	FRACTURE
Standard reduced coupon 17" long W/reduced section .250" x 1.50" x 6".									
Identification **Dia.**									
Top end Post down stream .244 x 1.50	.366	12,500	18,900	34,150	51.650	$\frac{1.83}{2.00}$ $\frac{2.55}{8.00}$	51.5 31.9		
U-1 U2 Down Stream .254 x 1.50	.381	13,400	20,600	35,200	54,050	$\frac{1.01}{2.00}$ $\frac{2.28}{8.00}$	50.5 28.6		
U-2 U1 Up stream .240 x 1.50	.360	12,900	20,000	35,850	55,550	$\frac{.97}{2.00}$ $\frac{2.39}{8.00}$	48.5 29.9		

NOTED
G. S. PAXSON

PITTSBURGH TESTING LABORATORY
Vyrl D. Goff
Vyrl D.Goff, District Manager

RECEIVED
FEB 24 1955
FOR FILING

FORM E-30X—50,000—10-54—79494

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 23, 1955

SUBJECT: Appreciation of Nyssa Bridge Job

To:

Mr. A. F. Larson
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Before filing them away in our permanent files, we have prepared, for your attention, copies of two letters of appreciation for the early completion of the replacement span at Nyssa. One is from the President of the Nyssa Chamber of Commerce, and the other from Mr. E. V. Miller, State Highway Engineer of Idaho, and both express sincere appreciation.

The Idaho State Highway Engineer is in a position to fully appreciate the complicating factors involved in this emergency, and his commendation is, accordingly, most gratifying.

The men involved in the actual work in expediting this assignment can be assured that their efforts were fully appreciated by our own Highway Engineer, the members of his staff, and our Highway Commission. We personally feel and express the same appreciation, knowing the difficulties of weather, long and odd hours, and the urgency of the job that required special effort and hardship by each person involved. We hope we have no more bridges knocked down, but if we do, we are confident we will see the same spontaneous response by our entire organization—our foremen and crew men alike. Everybody involved can be proud of his part in the good job.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD:reb
Encl.
c.c. - E. F. Malik
O. G. McComb
F. J. Hussey
J. B. Bangert
G. D. Anderson
E. W. Schwichtenberg
J. H. Westfall
S. W. Doane
R. R. Floch
W. W. Stiffler

NOTED
W. W. STIFFLER

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FEB 22 1955
FOR FILING

FORM E-30 25M 9-51 52319

Const
Bridges
9-4
Nyssa

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 16, 1955

SUBJECT: Collapse of Nyssa Bridge
File No. CAO-55-14

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

Attached hereto is a copy of a letter received this date from the Automobile Insurance Co., insurance carrier for the owner of the vehicle involved in the collapse of the Nyssa Bridge.

I will appreciate your advice as to whether we will be able to supply the insurance company with direct proof indicating that their assured's truck caused the collapse of the bridge.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Robert L. May
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk
cc: Mr. G. S. Paxson
Mr. W. W. Stiffler
Mr. E. A. Collier

RECEIVED
FEB 17 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

REFERRED TO
Mr. Paxson
By State Highway Engineer

Please prepare the data.

MAXWELL H. UNGER, PRESIDENT
W. A. BROOKS, VICE PRESIDENT

OREGON AUTOMOBILE INSURANCE CO.
HOME OFFICE EQUITABLE BLDG.
PORTLAND 4, OREGON

February 15, 1955

Oregon State Highway Department
Salem,
Oregon

RE: OurFile C-786, Pol [illegible]4762
Accident: 1-4-55
At: Nyssa Bridge
Assured: Donald Weilmunster
YourFile CAS-55-1[illegible]

Attn: Mr. C. W. Enfield

Gentlemen:

Your letter addressed to Mr. Don Weilmunster with reference to the damage to the Nyssa Bridge has been referred to this office.

Needless to say, your letter was a complete surprise to everyone involved because from information we have received and commercial photographs taken of the bridge, we do not feel that there is any liability whatsoever on the part of Don Weilmunster, and regret that we are making no offer for repairs to the bridge.

However, if you can supply us with any direct proof indicating that our assured's truck did strike or cause the collapse of this bridge, we shall be glad to discuss it with your representative.

Please advise us concerning this as soon as possible.

Very truly yours,

OREGON AUTOMOBILE INSURANCE CO.

By
E. C. Lovelett
Claims Department

ECL:tt

FEB 18 1955

S-70(3)
4-22

Salem, Oregon
February 16, 1955

Structural Steel From
Nyssa Bridge

Mr. C. W. Enfield

In order that there will be no question concerning the quality of the structural steel in the span of the Nyssa Bridge which was knocked down sometime ago, we have sampled this steel and tested it in our own laboratory. We have engaged the Pittsburgh Testing Laboratory to witness an independent sampling of this steel and to make physical tests on it. The results are as follows:

PHYSICAL TESTS - STRUCTURAL STEEL FROM NYSSA BRIDGE

Tested by	Yield Point (psi)	Ultimate Strength (psi)	Elongation (Percent)
Oregon State Highway Dept.	38,500	56,370	28.75
Pittsburgh Testing Laboratory	33,400	50,500	31.9
Pittsburgh Testing Laboratory	35,750	55,000	28.6
Pittsburgh Testing Laboratory	34,400	53,500	29.9

The variationsbetween the results from our laboratory and the results from the Pittsburgh Testing Laboratory are no greater than would normally be expected in testing of structural steel and show that the quality of the steel was adequate.

G. S. Paxson

GSP:gm

cc G. W. Harra
P. M. Stephenson

NOTED
G. S. PAXSON

FORM PO 206

PITTSBURGH TESTING LABORATORY

2419 S.E. Powell Blvd.
PORTLAND 2, OREGON

PITTSBURGH TESTING LABORATORY ANALYSIS INSPECTION TESTING RESEARCH ENGINEERS AND CHEMISTS

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1st

ORDER NO. PO 650
FILE NO.
LABORATORY NO.
CUSTOMER NO. Ltr. 2/3/55. Mr. Paxson

Feb. 15, 1955

REPORT OF TENSILE TEST OF Steelcoupons witness sampled at Oregon State Highway Materials Laboratory, Salem, Oregon, by Pittsburgh Testing Laboratory representative.

MADE FOR OREGON STATE HIGHWAY DEPARTMENT

DESCRIPTION	ORIGINAL AREA SQ. IN.	YIELD POINT POUNDS	MAXIMUM LOAD POUNDS	YIELD POINT LB. PER SQ. IN.	TENSILE STRENGTH LB. PER SQ. IN.	ELONGATION		REDUCTION OF AREA PER CENT	FRACTURE
						IN. IN.	PER CENT		
Standard reduced coupon									
17" long W/reduced section									
.250" x 1.50" x 8".									
Identification **Dia.**									
Top end Post						1.83 2.00	51.5		
down stream .250 x 1.50	.375	12,500	18,900	33,400	50,500	2.55 8.00	31.9		
U-1 U2						1.01 2.00	50.5		
Down stream .250"x1.50"	.375	13,400	20,600	35,750	55,000	2.28 8.00	2 .6		
U-2 U1						.97 2.00	48.5		
Up Stream .250"x1.50"	.375	12,900	20,000	34,400	53,500	2.39 8.00	29.9		

PITTSBURGH TESTING LABORATORY

Vyrl D. Goff

Vyrl D. Goff, District Manager

FORM E-123 50M REVISED 8-52

FEB 1[illegible]955

S-70(3)

4222

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SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 11, 1955

IN REPLY PLEASE REFER TO

Mr. Earle V. Miller
State Highway Engineer
Idaho Department of Highways
State Capitol Building
Boise, Idaho

COPY

Dear Mr. Miller:

I hand you herewith original and two copies of a form of lease whereby the City of Nyssa, Oregon, known as the party of the first part, leases to the States of Idaho and Oregon, through their respective Highway Departments, a small parcel of land to be used as a site for the storing of steel from the dismantled east span of the bridge over the Snake River at Nyssa.

Sometime ago you forwarded to this office a form of lease agreement covering the same matter, but our Legal Counsel advised that it was not in proper form due to the fact that the lease was prepared to be executed by the State Highway Engineer rather than the Commissioners, and it also contained a "save harmless" provision running to the City of Nyssa which we do not have the power to execute.

He prepared a new form which it is hoped meets with your approval. If so, will you kindly sign the same in behalf of the Idaho Department of Highways, and secure execution on the part of the City of Nyssa. It will be appreciated if you will then return the original to me for the Highway Commission's records and files. You may retain for your records one of the copies and leave one with the proper official of the City of Nyssa.

Thanking you kindly, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Encls.

P. S. Please let me know what you want done with the old lease forms.

HBG

PITTSBURGH TESTING LABORATORY
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INSPECTING ENGINEERS AND CHEMISTS
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S-70 [illegible]
#22

February 7, 1955

Mr. G. S. Paxton
Chief Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Re: Bridge investigation

Dear Sir:

Thank you for entrusting the steel inspection and material consultation work to our laboratory.

Our inspector will be in Salem to sample test the subject steel on Wednesday, February 9, 1955, at approximately 10:30 AM.

Trusting this meets with your approval, we remain,

Very truly yours,
PITTSBURGH TESTING LABORATORY
Vyrl D. Goff
Vyrl D. Goff,
District Manager

NOTED
G. S. PAXSON

RECEIVED
FEB 8 1955
OREGON
STATE HIGHWAY COMMISSION

VG:sp

PITTSBURGH NEW YORK CHICAGO PHILADELPHIA DETROIT CLEVELAND ST. LOUIS BOSTON MONTREAL LOS ANGELES TORONTO BUFFALO GREENSBORO
SAN FRANCISCO PORTLAND MILWAUKEE MIAMI NEW ORLEANS SEATTLE BIRMINGHAM DALLAS HOUSTON JACKSONVILLE INDIANAPOLIS TAMPA [redacted]
BATON ROUGE [redacted] MEMPHIS SALT LAKE CITY LAKE CHARLES WASHINGTON ALEXANDRIA LONDON, ENGLAND

RECEIVED
FEB 4 1955
FOR FILING

S-70(5)
4622

February 3, 1955

Pittsburgh Testing Laboratory
2419 S. E. Powell Boulevard
Portland 2, Oregon

Gentlemen:

Reference is made to your letter of February 2 quoting your fees for certain tests to be made on steel from the old Snake River Bridge at Nyssa. This is to advise acceptance of your proposal.

We would want the physical tests made as soon as convenient, but hold in abeyance any commitments as to appearing at a trial until the need for such services develops. You may suit your own convenience in coming down to pick up the samples, but we will appreciate hearing from you as to when you will come so that we may make arrangements to have equipment on the job to cut the samples for you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

NOTED
G. S. PAXSON

Test Costs

3 Samples @ 5^{00}	15.00
8 hours @ 5^{00}	40.00
110 miles @ .07	7.70
Machine work (est)	10.00
	72.70

Trial Costs

4 days @ 50^{00}	200.00
1 day @ 100^{00}	100.00
Travel	30.00
	330.00
Total	$402.70

Say 400^{00}

NOTED
G. S. PAXSON

PITTSBURGH TESTING LABORATORY
ESTABLISHED 1881
INSPECTING ENGINEERS AND CHEMISTS
2419 S. E. POWELL BLVD.
PORTLAND 2, OREGON

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February 2, 1955

Mr. G. S. Paxton
Chief Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Subject: Bridge Investigation:

1. Witness sampling and test steel from bridge sections at Salem, Oregon.
2. Expert witness for consultation or court concerning material from bridge sections.

Dear Sir:

In accordance with our telephone conversation of January 31, 1955, concerning the subject bridge investigation, we are pleased to submit the following proposal, incidental to performance of this investigation.

Pittsburgh Testing Laboratory proposes to witness the sampling of test specimens from bridge sections at Salem, Oregon, test these specimens in our laboratory for tensile strength, yield and elongation, and submit a report covering the results of these tests. The following prices will be charged for this service:

> Witness sampling, and traveling time @ \$5.00 per hour, plus \$.07 per mile. Tensile tests showing yield, elongation and ultimate strengths of test specimens @ \$3.50 per specimen, plus machine costs at cost.

(Continued)

NOTED
G. S. PAXSON

PITTSBURGH NEW YORK CHICAGO PHILADELPHIA DETROIT CLEVELAND ST. LOUIS BOSTON MONTREAL LOS ANGELES TORONTO BUFFALO GREENSBORO
SAN FRANCISCO PORTLAND MILWAUKEE MIAMI NEW ORLEANS SEATTLE BIRMINGHAM DALLAS HOUSTON JACKSONVILLE INDIANAPOLIS TAMPA [redacted]
BATON ROUGE [redacted] MEMPHIS SALT LAKE CITY LAKE CHARLES WASHINGTON ALEXANDRIA LONDON, ENGLAND

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INSPECTING ENGINEERS AND CHEMISTS
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Pittsburgh Testing Laboratory also proposes to furnish an expert materials man for purposes of consultation and/or court testimony. Our materials man, Mr. Playfair, has 17 years experience in the materials field, including metallurgy, as well as physical and chemical properties of materials. Charges for our expert materials witness will be based on $50.00 per day for travel and waiting time, and $100.00 per day on days when he is used in court or conference, as an expert, plus all travel and living expenses at cost.

Should a consultant structural engineer be required, we will be happy to discuss his services with you.

We hope that all, or any part of these proposed services will be acceptable to you.

Very truly yours,
PITTSBURGH TESTING LABORATORY

Vyrl D. Goff
Vyrl D. Goff, District Manager

VG:sp
cc: 2 GSP
1 PTL-RCE
1 Pgh.

OREGON STATE COLLEGE
SCHOOL OF ENGINEERING AND INDUSTRIAL ARTS
CORVALLIS, OREGON

OFFICE OF
THE ASSISTANT DEAN

100 MINES BLDG.

January 28, 1955

Mr. Glenn S. Paxson
Oregon State Highway Department
State Highway Building
Salem, Oregon

Dear Mr. Paxson:

I have discussed the matter of the tests on the bridge steel and the possibility of using the results for court testimony. We have two staff members who are perfectly capable of making the tests properly, and also interpreting the results. We do not, however, have anyone at the present time who might qualify as an expert metallurgist on the witness stand in court. Our metallurgist, Professor Paasche, is away on sabbatical leave and Professor Graf, who is retired, is planning trips to Hawaii and Europe early this year.

For your purposes you may be better off to contact Mr. Harry Czyzewski, PO Box 1048, Portland, Oregon. Mr. Czyzewski is the head of a firm of consulting metallurgists, and we know him to be very well qualified.

I will withhold any action until I hear further from you. If you engage Mr. Czyzewski, he will probably wish to make the tests in his own laboratory.

Very truly yours,

M. Popovich

M. Popovich, Assistant Dean
of Engineering

MP:eh

P.Ashburn
E4 2183

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REVISED 2-53

RECEIVED
1955
FOR FILING
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STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 1, 1955

Mr. Allan G. Shepard
Assistant Attorney General
Department of Highways
Boise, Idaho

Re: Collapse of Interstate
Bridge at Nyssa

Dear Mr. Shepard:

As I have advised you in earlier correspondence, we wish to keep you advised with respect to developments in regard to the above matter.

At the most recent meeting of the Oregon State Highway Commission, the Commission directed this office to exert every effort to collect damages from the persons responsible for the collapse of the bridge across the Snake River at Nyssa. I am enclosing herewith copies of the letters addressed to the owner and operator of the vehicle which struck the bridge. We have not as yet received any response from either the owner or the operator and do not know what position will be taken by them.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By
ROBERT L. MAY, JR.
Assistant Attorney

RLM/mlk
Enc. 2
✓cc: Mr. R. H. Baldock

State Highway Engineer

FORM [illegible] REVISED 3-52

COMMISSIONERS
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SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

Jan. 28, 1955

REGISTERED

Mr. Don Weilmunster
Box 91
Ontario, Oregon

Re: Our File CAO-55-14
Accident: 12/4/54
Damage to Nyssa
Bridge

Dear Mr. Weilmunster:

On December 4, 1954, at the hour of approximately 6:00 A.M., Mountain Time, your Kenworth Truck, License No. ORE T12-4941, carrying a four-wheel utility trailer, License No. T12-4940, while being operated by one William McCarver, Route 2, Box 443E, Ontario, Oregon, was involved in an accident which resulted in extensive damage to Span No. 4 of the Nyssa Bridge crossing the Snake River on US20-26, between Nyssa in Malheur County, Oregon, and Canyon County, Idaho.

The facts of the accident, as we have them, indicate that you are liable for the damages incurred, and claim is hereby made upon you as owner of the truck in the sum of $18,000.00. We shall therefore appreciate your advising us of the name and address of your insurance carrier in order to facilitate settlement of the State's claim.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By
O. E. McADAMS, JR.
Assistant Attorney

OEMcA:FRC

FORM 4-138 5UM REVISED 5-53

COMMISSIONERS
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OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

REGISTERED

Jan. 28, 1955

Mr. William McCarver
Route 2, Box 443E
Ontario, Oregon

Dear Mr. McCarver:

Re: Our File CAD-55-14
Accident: 12/4/54
Damage to Nyssa
Bridge

On December 4, 1954, at the hour of approximately 6:00 A.M., Mountain Time, a Kenworth Truck, License No. ORE T12-4941, carrying a four-wheel utility trailer, License No. T12-4940, while being operated by you, was involved in an accident which resulted in extensive damage to Span No. 4 of the Nyssa Bridge crossing the Snake River on US20-26, between Nyssa in Malheur County, Oregon, and Canyon County, Idaho.

The facts of the accident, as we have them, indicate that you are responsible for the damages incurred, and claim is hereby made against you in the amount of $18,000.00. If you had insurance coverage at the time of this accident which would protect you against accidents of this nature, we would appreciate your advising us of the name and address of your insurance carrier.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

O. E. McADAMS, JR.
Assistant Attorney

OEMcA:FRC

FORM [illegible] REVISED 3-30

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

AGENDA
JAN 18 1935

4-W

January 7, 1935

Oregon State Highway Commission

Gentlemen:

Attached hereto are two letters, one from Mr. Stiffler, Assistant State Highway Engineer, and the other from Mr. Paxson, Assistant State Highway Engineer, with reference to the collapse of the easterly span of the Nyssa bridge over the Snake River. Attached to the Secretary's file are some photographs showing the failed span, both complete and in detail.

It is my considered opinion that this bridge collapsed because the west portal was struck by the tongue on the trailer which was mounted on the truck. I recommend that we seek to recover from the driver of the truck, the owner of the truck, and the surety the $18,000 which the State was forced to spend in the building of a timber trestle to replace the failed span.

Very truly yours,

RHBaldock

R. H. Baldock
State Highway Engineer

Enclosure

Pictures

5+6

FORM E-30 29M 9-51 88318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 3, 1955

SUBJECT: Nyssa Bridge Accident

To: Mr. R. H. Baldock

You already have a report from Mr. Stiffler on the collapse of the easterly span of the Nyssa Bridge over the Snake River, together with photographs taken at the site. Mr. Stiffler's report is dated December 21, 1954. I am attaching hereto copy of a report from Mr. Stephenson on the same subject.

In summary of these reports, the easterly span of the four-span structure over the Snake River between Oregon and Idaho, known as the Nyssa Bridge, collapsed during or immediately following the passage of a truck owned by Mr. Don Weilmunster of Ontario, Oregon, and driven by William McCarver, also of Ontario. This truck was carrying a full trailer loaded on the chassis of the truck and was returning empty from Reno. In loading the trailer on the truck, the tongue is carried on the top of the cab. While the truck had been removed from the bridge before any of the Highway Department personnel arrived so that no actual measurements could be made of the loading arrangement, the truck was afterward observed at Ontario. If the trailer was properly loaded, the end of the tongue on the cab would be only 11'-8" off of the roadway. The clearance under the transverse members of the truss is 13'-3". From these measurements there should have been 1'-7" between the trailer tongue and the transverse members of the truss.

The truck had entered the easterly end of the structure and apparently had not struck the easterly portal of this east truss. There is some evidence from marking on this east portal that it had, at sometime in the past, been struck a glazing blow, but we cannot prove that this particular truck struck the portal and caused the marking of this member. The truck apparently proceeded across the bridge, and in some way the tongue of the trailer was raised so that the end of the tongue struck the lower transverse member of the westerly portal bracing approximately over the center of the westbound lane of the bridge. This portal was bent into a "V" shape, pulling the end posts, of the truss to which it is attached, in toward the center of the roadway. The end posts and upper chords of trusses are in compression due to the weight of the truss itself and to the vehicular loads, and, unless these end posts are in line, they become unstable. This unquestionably happened in this case, and the westerly end post of the downstream truss of this easterly span failed by buckling at the point where the lower

transverse member of the portal was attached. When this member buckled, the truss failed, and in doing so pulled the easterly end of the truss off of the east abutment.

This westerly portal is approximately ~~20~~ 15 feet west of the west end of the truss. The driver of the truck states that he was going at a speed of 18 to 20 miles per hour. At this speed it would require approximately one½ second to travel from the point where the tongue hit the transverse member to the end of the truss. His momentum and speed were sufficient to carry him off of the damaged truss onto the adjacent truss, but the force of the impact raised the tongue to an almost vertical position, and the truck came to rest with the tongue against the easterly portal of the second truss. The impact of the tongue in striking the portal, together with assistance from the brakes of the truck, stopped the truck before any damage was done to the portal of the second truss. These portal members are relatively light as they carry no load from the truss itself and only act as bracing. Had the truck been proceeding at any speed with the tongue in the position in which it finally rested, this portal would have been damaged.

There seems to be no question, from the evidence that we have been able to gather, that the tongue of the trailer did strike the westerly portal of the first truss and was rotated by this impact into the vertical position it had when the truck stopped.

We have cut out sections of steel from the downstream end post of the easterly truss and have tested this steel in our own laboratory. Our tests show that this steel had an ultimate strength of 56,370 pounds per square inch and a yield point of 38,500 pounds per square inch. These values exceed the specification requirements for structural steel in effect at the time this bridge was built. So that we may have an independent check on these test results, we are arranging with the laboratory of the Oregon State College to take other samples from the material and test them in their own laboratories.

In so far as we can ascertain, this truck and trailer weighed approximately 25,000 pounds. We have in our files a detailed analysis of this truss which shows that under a load of two 15-ton trucks, plus a uniform load of 60 pounds per square foot, the stresses in the end posts which failed should be approximately 11,800 pounds per square inch. This is approximately one-fifth of the ultimate strength of the member and one-third of the yield point. This truss was entirely adequate to carry the load of the truck and trailer and was adequate to safely carry any legal load permitted under our state law, provided no damage was done to the members by impact with vehicles.

In the truck driver's report to the State Police, he says that he was about one-half way across the span when he noticed the guard railing "ripping and headed down." This is impossible for, at the speed at which he was traveling, the bridge would have been completely collapsed long before he got across it and on to the adjacent span. Our investigation and the

transverse member of the portal was attached. When this member buckled, the truss failed, and in doing so pulled the easterly end of the truss off of the east abutment.

This westerly portal is approximately ~~20~~ 15 feet west of the west end of the truss. The driver of the truck states that he was going at a speed of 18 to 20 miles per hour. At this speed it would require approximately one ½ second to travel from the point where the tongue hit the transverse member to the end of the truss. His momentum and speed were sufficient to carry him off of the damaged truss onto the adjacent truss, but the force of the impact raised the tongue to an almost vertical position, and the truck came to rest with the tongue against the easterly portal of the second truss. The impact of the tongue in striking the portal, together with assistance from the brakes of the truck, stopped the truck before any damage was done to the portal of the second truss. These portal members are relatively light as they carry no load from the truss itself and only act as bracing. Had the truck been proceeding at any speed with the tongue in the position in which it finally rested, this portal would have been damaged.

There seems to be no question, from the evidence that we have been able to gather, that the tongue of the trailer did strike the westerly portal of the first truss and was rotated by this impact into the vertical position it had when the truck stopped.

We have cut out sections of steel from the downstream end post of the easterly truss and have tested this steel in our own laboratory. Our tests show that this steel had an ultimate strength of 56,370 pounds per square inch and a yield point of 38,500 pounds per square inch. These values exceed the specification requirements for structural steel in effect at the time this bridge was built. So that we may have an independent check on these test results, we are arranging with the laboratory of the Oregon State College to take other samples from the material and test them in their own laboratories.

In so far as we can ascertain, this truck and trailer weighed approximately 25,000 pounds. We have in our files a detailed analysis of this truss which shows that under a load of two 15-ton trucks, plus a uniform load of 60 pounds per square foot, the stresses in the end posts which failed should be approximately 11,800 pounds per square inch. This is approximately one-fifth of the ultimate strength of the member and one-third of the yield point. This truss was entirely adequate to carry the load of the truck and trailer and was adequate to safely carry any legal load permitted under our state law, provided no damage was done to the members by impact with vehicles.

In the truck driver's report to the State Police, he says that he was about one-half way across the span when he noticed the guard railing "ripping and headed down." This is impossible for, at the speed at which he was traveling, the bridge would have been completely collapsed long before he got across it and on to the adjacent span. Our investigation and the

photographs which are attached to Mr. Stiffler's report show that there is no damage to the guard rail or to any other part of the truss except for the two panels at the extreme westerly end of the span. The driver is evidently confused as to his position when he first noticed any indication of the collapse of the span. This collapse could only have happened after the impact of his trailer tongue with the portal bracing.

He also states that "I then heard a noise and kept on going. The truck started pulling and the radiator started coming up." This probably is true, but can refer only to the movement of the truck after the tongue had struck the portal bracing and the truck was covering the last 15 ~~30~~ feet of the structure. Observation of the truck several days after the accident indicates that the front end of the tongue, when the trailer was properly loaded, was approximately over the front wheels of the truck. In this position, any change in the inclination of the roadway, such as would have occurred while the bridge was falling, would not have changed the relative elevation of the trailer tongue and the portal bracing, as the rotation would have been around the front axle of the truck and the tongue would have remained in the same relative position.

There is no question in my mind that the trailer tongue in some manner was carried high enough so that it fouled the portal bracing as it passed under it. How the trailer got under the easterly portal, we do not know. It may be that the slight mark on the easterly portal was caused by this truck and that the blow was enough to dislodge the trailer tongue from its normal position and raise it high enough to strike the westerly portal. In any event, we are sure that the tongue did strike this westerly portal and that the bending of this portal was the immediate cause of the collapse of the truss.

G. S. Paxson

GSP:gm
Attach.

FORM E-30X 27½ 3-84 73730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 31, 1954

SUBJECT:

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

Dear Sir:

On December 4, 1954, at approximately 6:00 a.m., MST, the easterly span of the Snake River Bridge at Nyssa collapsed and fell into the river. The span collapsed while a Kenworth truck, Oregon T12-4941, carrying a four-wheel utility trailer, license T12-4940, was crossing the structure. This truck was traveling in a westerly direction from Idaho to Oregon. It is owned by Don Weilmunster, Box 91, Ontario, Oregon, and was being driven by William McCarver, Route 2, Box 443E, Ontario, Oregon.

The first notice of the bridge failure was a telephone call received by Sgt. Russel L. Haynes of the Oregon State Police at Ontario from Nyssa City Police Officer Wilson at 6:15 a.m., MST. Officer Haynes notified Section Foreman Fred Hussey and immediately went to the scene of the accident. The Kenworth truck had been removed from the bridge before Officer Haynes arrived.

Mr. Hussey, Section Foreman, notified Division Engineer Parson and Division Bridge Superintendent Bangert at La Grande. Mr. Collier and Mr. DeFrance at Salem were then notified, and I was called by DeFrance at approximately 9:30 a.m., PST. The reports at this time were rather garbled, and we were told that the accident had occurred at the Snake River Bridge at Ontario. Subsequent calls soon gave us the correct location.
Mr. W. C. Williams and Mr. W. W. Stiffler soon called and requested that I go to Nyssa with Mr. DeFrance and Mr. Hughlett. We left Salem at 11:00 a.m., PST, arriving at Ontario at 9:30 p.m., MST.

Soon after arrival, I called a meeting with Mr. A. F. Parson, Division Engineer, Mr. Brownie Bangert, Division Bridge Superintendent, Mr. DeFrance, Mr. Hughlett, and me in attendance. After receiving reports as to the situation at the bridge site and the status of material, equipment, etc., I informed those present that work would be on a 24-hour basis and gave orders to move in three more crews with their equipment to augment the one crew which had arrived that day. Within a few minutes Mr. Hughlett and Mr. Bangert had notified the extra crews and had given the necessary instructions.

Sunday morning, we proceeded to Nyssa, made inspections of the collapsed bridge, determined to our own satisfaction what caused the collapse, and gave orders and instructions as to methods for removal of the old bridge and construction of the temporary new bridge. I then called Mr. Baldock and you to give a progress report.

Excellent progress was made in the removal of the old bridge and the building of the temporary bridge with the exception of loss of time due to mechanical failure of the power hoist on the pile driver. Traffic was routed over the bridge at 4:30 p.m., MST, Sunday, December 12, 1954.

Also on Sunday morning, we were informed that the 12-passenger inboard motor boat, then in operation ferrying people across the river, had been arranged for; and, the expense was being taken care of by the Nyssa Chamber of Commerce. As the provision for traffic is a function of the Highway Department, I suggested to Mr. Baldock that the Highway Department assume the cost of the ferry operation. He agreed and suggested that the Nyssa Chamber of Commerce continue to operate the ferry and ask for reimbursement at the end of the job. The ferry transported approximately 600 people per day.

The State Highway Department of Idaho was contacted in order to secure the necessary land needed for a work area and to store the old span. This was taken care of Monday, December 6, by securing leases from the City of Nyssa and one other property owner.

Mr. C. L. Varion, District Engineer for the Idaho Highway Department, arrived at the site early Sunday morning and, after examination of the structure, agreed that the portal had been struck causing the collapse of the span. Mr. Varion took several pictures showing details of the structure.

Mr. Walter Albrethsen, Bridge Engineer for the Idaho Highway Department, also made an inspection of the bridge. His opinion was that the portal brace had been struck by the truck, causing the failure of the span. Both Mr. Varion and Mr. Albrethsen were very cooperative, offering any material and equipment they had.

It is my opinion that the truck carrying the trailer was the cause of the span failure. The truck carrying the trailer was returning from a trip after delivering a load of lumber to Reno, Nevada. In some way, the tongue of the trailer which normally rests in a saddle near the top of the cab projected high enough to strike the bottom member of the west portal brace of the east span. This blow bent the portal brace in a westerly direction, pulling the side trusses of this span toward the longitudinal center line of the span. This caused an eccentricity in the line of forces, and the end posts at the west end of the span buckled, dropping the span in the river. In my opinion, the west end post of the upstream truss in the east span buckled at the U_1 joint first, and immediately thereafter the west end post in the downstream truss failed by buckling. In falling, the span rotated about the shoes on the west end and pulled off of the east abutment.

The truck after striking the portal traveled approximately 30' before coming to a stop with the tongue of the trailer in a vertical position resting against the east portal of Span No. 3. The rear wheels of the truck were just on the edge of the decking on Span No. 3. In order to move the truck, it was necessary to cut the metal tongue of the trailer with a cutting torch. The tongue was bent, one tie chain broken and the retaining bolts on one spring on the trailer were broken, indicating that the trailer had received a heavy blow. The point of contact between the trailer tongue and the east portal of Span No. 3 measured 77" from the inside edge of the end post cover plate, measured along the lower member of the portal brace.

The truck driver made the statement to the State Police that, when he was a little over halfway across the span, he noticed the metal guard rail on the left side ripping and headed down. An examination of pictures taken after the collapse clearly indicates that no handrail or metal shear rail was damaged except in the two westerly panels of this span. If this span was falling, as stated by the truck driver, he never would have been able to pull off of it onto the next span. When his trailer tongue struck the west portal of the east span, he only had approximately 30' to go to be on the next span. This would take him approximately one second at the 18-20 mile-per-hour speed he estimated he was traveling. His momentum and speed enabled him to get off the last panel of the easterly span as it was falling.

In removing the structural steel of the collapsed span, particular attention was paid to the condition of the steel at all panel points, looking for evidence of failure. All members of the steel span, with the exception of those in the two westerly panels, were undamaged; and all members of both bottom chords, all floor beams and all floor beam connections had no visible signs of damage.

Examination of the collapsed span before it was dismantled, together with an engineering analysis of the action of the truss and portal brace members upon being struck, prove to me that the truck and trailer were the cause of the failure. These conclusions may be difficult to prove to a layman jury if it is decided to go to court to collect damages; however, in my opinion, this should be attempted.

Very truly yours,

P. M. Stephenson

P. M. Stephenson
Asst. Bridge Engineer

PMS/ds

FORM E-129 1M REVISED 3-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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CHAS. H. REYNOLDS, MEMBER
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OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 30, 1954

Mr. Allan G. Shepard
Assistant Attorney General
Department of Highways
Boise, Idaho

Re: Collapse of Interstate Bridge
at Nyssa

Dear Mr. Shepard:

This is in response to your letter of December 16, 1954, and to keep you advised of our activities in regard to the above matter.

As I advised you in an earlier letter, we made an examination of the records of Malheur County and the City of Nyssa, Oregon, in an effort to obtain more information respecting the ownership of the Nyssa Bridge. The examination proved to be unsuccessful, and little information was found other than that contained in the records of the State Highway Commission. As a part of that investigation an effort was also made to locate possible witnesses to the accident. We were unable to locate any witnesses, although one person, a Mr. Roy Delaney, was on the bridge at the time the same collapsed and observed the headlights of the truck operated by Mr. William McCarver coming toward him. The collapse of the bridge evidently resulted by reason of the fact that the tongue of a full trailer, which was carried as a load upon the truck operated by Mr. McCarver, struck one of the cross members of the bridge. Mr. Delaney stated that he could see nothing beyond the headlights of Mr. McCarver's truck, and was unable to testify as to anything which might bear upon the accident other than the fact that he was impressed with the low speed at which the McCarver vehicle was traveling.

We are following your suggestion that an analysis and test of the materials of the bridge be made. Sections of the damaged bridge, including those evidently struck by the truck, have been cut out and are being held for tests and further examination. We have not yet received a complete engineering report with respect to the collapse of the bridge, although conversations with Mr. G. S. Paxson, our Bridge Engineer, indicate that the bridge collapsed by reason of being struck by the vehicle operated by Mr. McCarver.

I am enclosing herewith a report of the accident made to Mr. R. H. Baldock, State Highway Engineer, by Mr. W. W. Stiffler, Assistant State Highway Engineer. You will note that it is recommended that a claim be filed against the owner of the Kenworth truck for damages by reason of the collapse of the bridge. We have not as yet made any claim against Mr. Weilmunster, owner of the truck, or Mr. McCarver, driver of the truck, and will not do so until we have complete facts available. In view of the attitude and thinking of the local people, as evidenced by the letter to the Editor of the Boise Statesman which you were kind enough to let us have, we are quite anxious to assure that our claim is justified and can be supported by competent evidence in the event a court action is necessary. In the event it does become necessary to institute and proceed with litigation, we will be faced with the problem of jurisdiction of the action. The owner and operator of the truck are both residents of Oregon. The portion of the bridge which was damaged was located in the State of Idaho. As you can see, these facts create problems which must be resolved before any action can be instituted.

We will write to you from time to time to keep you advised of the latest developments in this case, and in the meantime, if you have any questions we will do our best to answer them. We most sincerely appreciate your interest and suggestions in this matter, even though as you stated in your letter it appears to be doubtful that the State of Idaho would be a proper party to a suit for damages.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
Encl.

FORM E-30 25M 9-51 92319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 21, 1954

SUBJECT:

To: Mr. R. H. Baldock

At approximately 6:00 a.m., Mountain Time, December 4, 1954, span No. 4 of the bridge crossing the Snake River on US20-26, between Nyssa, in Malheur County, Oregon, and Canyon County, Idaho, collapsed and fell into the river. The collapse occurred while a Kenworth truck, ORE T12-4941, carrying a four-wheel utility trailer, license T12-4940, owned by Don Weilmunster, Box 91, Ontario, Oregon, was being driven in a westerly direction on span No. 4 by William McCarver, Route 2, Box 443E, Ontario, Oregon.

The bridge, consisting of four through steel truss spans of 168' 9", was built in 1911 at a cost of $33,000. The cost was borne in equal proportions by the State of Oregon, Malheur County, and the City of Nyssa, in the amount of $11,000 each. The City financed its share of the cost with six per cent twenty-year bonds. At the request of the City of Nyssa, the State Highway Commission assumed the balance remaining of the City of Nyssa's obligation in the amount of $3,000 on May 1, 1932.

The State Highway Commission took over and assumed full responsibility for the ownership and future maintenance of the bridge in 1929. The Commission entered into agreements with the State of Idaho on March 12, 1948, and again on June 28, 1949, wherein the obligations of the two states were completely outlined with respect to the bridges crossing Snake River at Weiser, Payette, Ontario, and Nyssa. By means of the above agreements, the maintenance of the Ontario - Nyssa bridges is the sole obligation of the State of Oregon, and any salvage resulting from the reconstruction of either is to be credited to the State of Oregon. The cost of replacing either of the present bridges at Ontario or Nyssa is a joint mutual obligation of the two states.

The first notice of the bridge failure was a telephone call received by Sgt. Russell L. Haynes of the Oregon State Police from City Police Officer Wilson at Nyssa at 6:15 a.m. Officer Haynes notified Fred Hussey, Section Foreman, and immediately proceeded to the scene of the accident. Upon his arrival, the Kenworth truck had been removed from the bridge. The report of Sgt. Haynes indicates that Roy Delaney, Garden City, Idaho, an employee of the Idaho Statesman newspaper, was an eye witness to the accident. Mr. Delaney was contacted by Mr. De France, who stated that at that hour - 6:00 a.m., Mountain Time - he was proceeding easterly across the bridge and entered the west end of the bridge approximately at the same time the Kenworth truck (traveling west) entered the east end of the bridge. Therefore, about all he saw was the headlights and a little later the truck driver flagging him down after the collapse of span No. 4.

Upon being notified of the above failure by the State Police, Mr. Hussey, Section Foreman, proceeded to notify Mr. Parson, Division Engineer, and Mr. Bangert, Division Bridge Superintendent at La Grande, who proceeded to the scene of the accident with a sign crew from Burns to regulate traffic. At approximately 11:00 a.m. on the same day, Mr. P. M. Stephenson, Mr. H. W. Hughlett, and Mr. I. A. De France left Salem for an inspection of the bridge, arriving at Ontario late that evening and proceeding with their investigation the following morning. They remained on the job until the damaged span was salvaged, removed, and replaced with an untreated timber trestle the following Sunday afternoon, December 12. Most all of the equipment necessary for the pile trestle construction was dispatched from Salem, Sunday morning, December 5. The total estimated cost of the replacement structure is now $18,000.

All bridges on the state highway system are inspected from two to four times annually. The Nyssa bridge was last inspected in July, prior to the submission of the 1955 budget. The only items recommended by Mr. Bangert, Bridge Superintendent, were $900 for possible emergency repairs to the structure and $660 to repair and paint the handrail and shear rail. The last measurements taken showed the minimum vertical clearance between the deck of the bridge and portal bracing of any span to be 13' 3½". The bridge was posted with signs at both ends of the structure which read: "Impaired Clearance - Height 13 feet." The vertical clearance is perfectly safe for legal loads of 12' 6".

It is my opinion, which is supported by the opinions of Mr. Hughlett, Mr. De France, Mr. Parson, and Mr. Stephenson, that the bridge collapsed due to the collision between the trailer tongue, which projected over and forward of the cab of the Kenworth truck, when driven by William McCarver, and the west portal bracing of span No. 4. A general view of the layout is shown on Exhibit A.

Exhibit B is the report rendered by Sgt. Russell L. Haynes, Oregon State Police, which includes a sketch of the vicinity and a statement by William McCarver, the driver of the Kenworth truck. You will note from Mr. McCarver's statement that as he was proceeding in a westerly direction across span No. 4 the bridge started to fall and the collapse of the span was the cause for his trailer tongue becoming fouled with the east portal bracing of span No. 3. Mr. McCarver admits that the force of this collision was sufficient to bend the trailer tongue, which is an assembled unit (from three-inch steel tubing according to Sgt. Haynes), with the result that it projected upward in an almost vertical position, as shown in the photograph - Exhibit C.

The truck was freed from the position by cutting off the tongue with a welding torch. Mr. McCarver further states that the force of the collision was sufficient to tear loose the springs from the trailer, and Mr. McComb reports that one cinch chain holding the trailer to the bed of the truck, similar to the one shown in Exhibit D, was also broken. Further details as to the construction of the tongue show the bent sections removed while the same was being repaired in a welding shop - shown in Exhibit E, Photographs Nos. 15 and 16. Mr. McCarver claims all of this damage was due to the collision with the east portal of span No. 3.

Exhibit F shows the spot where the tongue of the trailer made contact with the east portal of span No. 3, which did not distort or damage any member of the portal bracing, but which merely knocked some paint off one of the angles. It is inconceivable that the damage to the trailer and the bending of the tongue could have been due to a collision with the east portal of span No. 3, but rather the collision took place on the west portal of span No. 4, as is hereinafter explained.

Regardless of any statements made by William McCarver, the driver, or Don Weilmunster, the owner of the equipment, the collapse of this span could only have occurred due to a collision between the tongue of the truck-trailer and the west portal of span No. 4. When the end of the trailer tongue collided with the lowest member of the portal bracing, it severely bent this member, pushing the same upward and forward. The force of the impact bent the tongue into a vertical position, which at the same time forced the portal bracing upward until the same was high enough to permit the tongue to pass under the damaged portal. The force of the impact with the portal bracing is shown in a close-up on Exhibit G. The trailer evidently became loose after entering upon the bridge and the tongue came up on the west portal of span No. 4.

Exhibit H shows more details as a result of the collision. This photograph shows the downstream truss where the end post has broken ~~into~~ and doubled over, which has turned the portal bracing upside down, but it clearly shows the point in the portal bracing originally struck by the trailer tongue. The force of the collision which bent and lifted the portal bracing bent and buckled the downstream end post and pulled the upstream end post inward, causing the span to collapse. Another view of the buckled end post is shown in Exhibit I.

Exhibit J is a photograph marked to show the designation of the upper and lower panel points in span No. 4, but common to the other three spans.

Exhibit K shows that the upper chords on both trusses also broke loose from the upper portions of the portal bracing at panel point U_1.

Exhibit L shows a close-up detail of the U_1 panel point on the upstream truss of span No. 4.

Exhibit M is merely a general view showing all of the damaged portion at the west end of span No. 4 after the collapse.

Exhibits N and O further support our contention and theory that the bridge collapsed only as a result of the collision between the truck-trailer tongue and the west portal of span No. 4, dropping the entire truss into the river, which action pulled the span loose from its easterly abutment with sufficient force to tear out sections of the concrete abutment where the anchor bolts were embedded. This condition is further supported with a view on Exhibit J.

In conclusion, it is my recommendation that a claim be filed against the owner of the Kenworth truck, Mr. Don Weilmunster, in the amount of $18,000, and that a copy of this report be made available to Mr. Earl Miller, State Highway Engineer of Idaho, and to our Highway Commission, recommending that our legal counsel be given authority to institute legal proceedings, if necessary, against Don Weilmunster and/or his insurance carrier, in order to recover the expense of the State Highway Commission for the construction of a substitute bridge.

W. W. Stiffler

WWS:er

cc Mr. C. W. Enfield

FORM 230—90M—4-54—74386

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 16, 1954

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. E. A. Collier
Maintenance Engineer
Salem, Oregon

Dear Mr. Collier:

Herewith a copy of the ONTARIO ARGUS-OBSERVER under date of December 13, 1954.

You will note on Page 4, editorial notes a request for an impartial board of investigation into the cause of the bridge failure at Nyssa. It would seem that some sort of official statement or possibly the impartial board investigation should be made in order that stigma of negligence be erased from the minds of the people in that area.

Please note article on Page 1, also.

Very truly yours,

A F Parson
A. F. Parson
Division Engineer

AFP:gb

RECEIVED
DEC 17 1954
OFFICE OF
MAINTENANCE ENGINEER

[illegible]

[illegible]

FOR FILING

ONTARIO ARGUS-OBSERVE

THE ONTARIO ARGUS-OBSERVER, ONTARIO, OREGON, MONDAY, DECEMBER 13, 1954

Temporary Span Opens Bridge

The lower picture shows state bridge crews laying the final planking in the Nyssa Snake river bridge shortly after noon Sunday. The upper picture shows the decking completed. Traffic was flowing over the bridge by mid-afternoon Sunday. The crews worked around the clock to make the speedy repairs. The bridge was out just eight days.. During that time the Nyssa Businessmen's association provided free ferry service across the river and free taxi service to and from town.

Nyssa Brid
For Tr

"Merry Christmas."

Nyssa Bridge Opened Sunday

(Continued from Page 1)

The bridge went down at 6 a.m. Saturday, December 4, and by 10:30 that morning the Nyssa Businessmen's association had a ferry passenger service in operation for shoppers from the Idaho side and for a number of workers at the Amalgamated Sugar company who live on the Idaho side.

The association also provided free taxi service to and from the bridge and town.

Wayne Chesnut, the association president, had high praise for the speedy way the state bridge maintenance crews moved in and got the temporary span built. The span, which is 170 feet long, is planked with rough lumber but will be guarded for one-way traffic.

GUS-OBSERVER

Everybody's Newspaper
In Malheur County

ONDAY, DECEMBER 13, 1954

Published Monday And Thursday

Nyssa Bridge Opened For Traffic Sunday

idge

[illegible] in the Nyssa Snake river [illegible] completed. Traffic was flowing [illegible] clock to make the speedy [illegible] Businessmen's association [illegible] town.

"Merry Christmas."

Nyssa Bridge Opened Sunday

(Continued from Page 1)

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State Crews Make Speedy Repair Job

NYSSA — Controlled traffic started moving over the Nyssa Snake river bridge at mid-afternoon Sunday.

The bridge was put back in service just one week and a day after it collapsed as an empty lumber truck was passing over it.

P. M. (Steve) Stephenson, assistant state bridge engineer, who had charge of the repair, said Sunday that the job was slowed up because equipment and materials had to be hauled so far.

A piledriver had to be hauled from Salem and the piling from The Dalles. The bridge decking came from Bates.. Three crews—one from Salem, one from The Dalles and another from Pendleton — worked around the clock to build a temporary span so traffic over Highway 20 from Oregon to Washington could be resumed.

Three Shifts Lost

The crews lost three shifts during the week. Two shifts were lost when the clutch on the piledriver broke down. No new clutch was available but finally a piece of equipment with the same mechanism was found in Boise and the parts borrowed.

One shift was lost Friday night when he frost made it too dangerous to work. There were no accidents except that one man fell into the river. He was not injured but was thoroughly chilled.

Stephenson said he understood the Oregon Highway commission had agreed to spend $400,000 as its share for a new bridge. Idaho will be expected to put up a like amount.

New Bridge

He said that there had been some discussion of the feasibility of putting the new bridge down stream a few feet at least on the Idaho side. This would eliminate he curve in the highway as it approaches the bridge.

Stephenson saia he was convinced that the bridge collapsed because the tongue of the truck trailer had hit the overhead superstructure of the bridge. He said hat the weight of an empty truck would not have collapsed the bridge nor could the truck have escaped going into the river if it had been falling at the time the truck was crossing.

(Continued on page 8)

THE NYSSA GATE CITY JOURNAL, NYSSA, OREGON, THURSDAY, DECEMBER 16, 1954

THE SUGAR FACTORY whistle sounded, Nyssa's fire siren wailed, a ribbon was cut and the first traffic in eight days was allowed to move across the interstate Snake fiver bridge at 4:30 Sunday afternoon. Nyssa Chamber President Leonard Hewett holds the ribbon for P. M. Stevenson, state bridge engineer for the highway department, who cut the ribbon like he cuts red tape to get things done. Right behind the two men is a 1954 Golden Anniversary Chevrolet car driven by Wayne Chesnut, owner of Nyssa Motors, who boasted a week ago that the car would be the first over the repaired bridge. Within a few minutes dozens of cars were moving back and forth across the bridge to "test" the strength of the temporary structure.

—Journal Ph

ed

structure gave way. Within a few hours, four crews were working 'round the clock under the direction of P. M. Stevenson, state bridge engineer, who came here from Salem. In spite of several set-backs and a few break-downs, traffic was flowing between the two states by Sunday afternoon of this week.

Nyssans rather enjoyed operating a ferry boat and taxi service and the hundreds of persons who used the facilities each day took it in their stride in spite of cold weather and a little dampness when the waves acted up.

The Journal joins other Nyssans in expressing our gratitude to the highway department for a job well done. We must admit that our chief delight is the definite proof that Oregon has at least one department that can cut right through all entanglements of red tape when an emergency arises.

Authoritative sources in Salem are definite in their statements that a new concrete bridge will be started this spring. Since Idaho must share in the cost of this structure and since a new bridge at Nyssa was not planned when the current highway department budget was made, more red tape will have to be cut.

We predict that the situation will be capably handled by some of the men who visited Nyssa from Salem during the eight days that a motor boat was necessary for commuters and travelers.

FIT

Traffic Resumed Over With Temporary Span Closure; New Structure B

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RESUMED OVER BRIDGE

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ge similar to the one at Payette and another at Weiser probably would be built. An estimate of cost could not be given, but the engineer stated that the Payette bridge cost $340,000 when it was built three years ago.

Jed Lewis, manager of the Amalgamated Sugar Co., was in conference with Gov. Len Jordan of Idaho and highway officials of that state last week, and was assured that everything possible will be done by Idaho to cooperate with this state in approving funds for the new bridge. Robert Smiley becomes governor of Idaho in January, making definite commitments from Gov. Jordan impossible.

The two states share in the cost of construction of interstate bridges and maintenance costs are divided for Idaho to take care of Weiser and Payette, while Oregon maintains Ontario and Nyssa bridges. New bridges have been built at Weiser and Payette with this state sharing construction costs and providing engineering services.

Stevenson said Sunday that

NYSSA GATE CITY JOURNAL

December 16, 1954

OREGON, THURSDAY, DECEMBER 16, 1954 NO. 49

Traffic Resumed Over Nyssa Bridge With Temporary Span After 8-Day Closure; New Structure Being Planned

state bridge
highway de-
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54 Golden An-
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who boasted a
week ago that the car would be the first over the repaired bridge. Within a few minutes dozens of cars were moving back and forth across the bridge to "test" the strength of the temporary structure.

—Journal P

Traffic was resumed across the Snake river at exactly 4:30 Sunday afternoon, just eight days after the east span of the four section bridge collapsed and closed that portion of highways 20 and 26 to traffic. A temporary structure was built by the state highway department under the supervision of P. M. Stevenson, state bridge engineer.

The bridge "fell in" at 5:45 a. m. Dec. 4 just as the rear wheels of a piggy-back, empty lumber truck were ready to leave the defective part of the bridge. The truck, owned by Don Weilmunster of Ontario, was stalled for a brief period after the tongue of the trailer rose into the air and lodged in the superstructure as the rear wheels sunk with the bridge span.

Within a short time after the bridge collapsed, state highway crews were on duty to clear away the steel and asphalt deck. By Monday of last week a pile-driver was putting piling in place and four crews were kept working on a 24-hour basis to complete the temporary section of the bridge in record time.

During the period that repairs were being made, the Nyssa Chamber of Commerce provided free boat service for all residents living on the Idaho side to come to Nyssa as well as transportation for Orgeonians and others wishing to go to Idaho. In conjunction with the boat service was free taxi service to carry travelers from the bridge to town or from town to the bridge.

It has been estimated that more than 3000 passengers crossed the river in the motor boat rented from Ed Pruyn by Nyssa business firms.

New Bridge Likely

It appeared certain this week that a new bridge will be built across Snake river and probably will be located in the exact position of the present steel structure. Stevenson said that Idaho and Oregon would have to share in the costs and that a concrete

(Continued on Page 8)

RESUMED OVER BRIDGE

(Continued from Page 1)

ge similar to the one at Payette and another at Weiser probably would be built. An estimate of cost could not be given, but the engineer stated that the Payette bridge cost $340,000 when it was built three years ago.

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Stevenson said Sunday that

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P. M. Stevenson,
from Salem. In
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ONTARIO-ARGUS OBS RVER

December 13, 1954

Blame Should be Placed For Nyssa Bridge Collapse

FIT

Malheur Enterprise

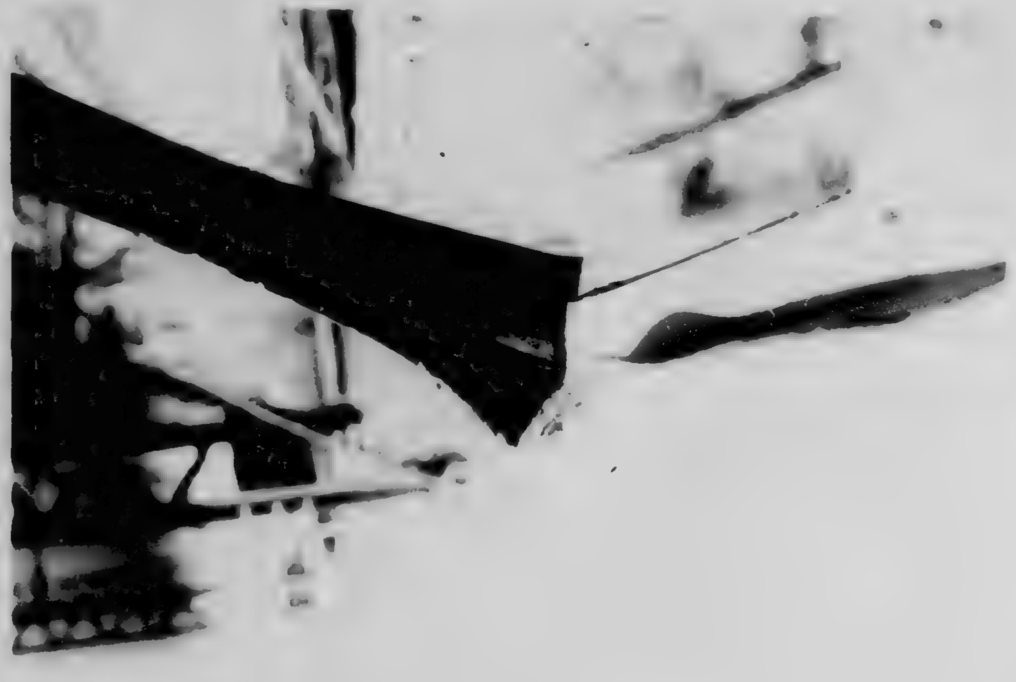
Tlthough it is probably premature to fix the blame for the collapse of the Nyssa Snake river bridge Saturday, a full-scale investigation by an impartial board into the cause of the near-tragic accident is certainly called for.

Such an investigation should determine very definitely what department of government, and who in that department, is responsible for the obvious lack of proper inspection on the span.

The fact that a major link in our highway system was permitted to reach such a point of gross disrepair without apparent detection cannot and should not be put lightly aside. It was only good luck that lives were not lost or injuries sustained in the collapse, and good luck is a poor foundation, indeed, upon which to rest the weight of a major bridge.

If the state of Oregon was the responsble agent for the Nyssa bridge's inspection, and if the Oregon highway department is the agency charged for such inspections, then it would appear that there has been great derelection of duty upon both the part of the state and its agents, and the people are entitled to know the full particulars.

We acknowledge that errors are made—even by engineers, but where the public safety is at stake such error as was obviously made with respect to the Nyssa bridge cannot be ignored.



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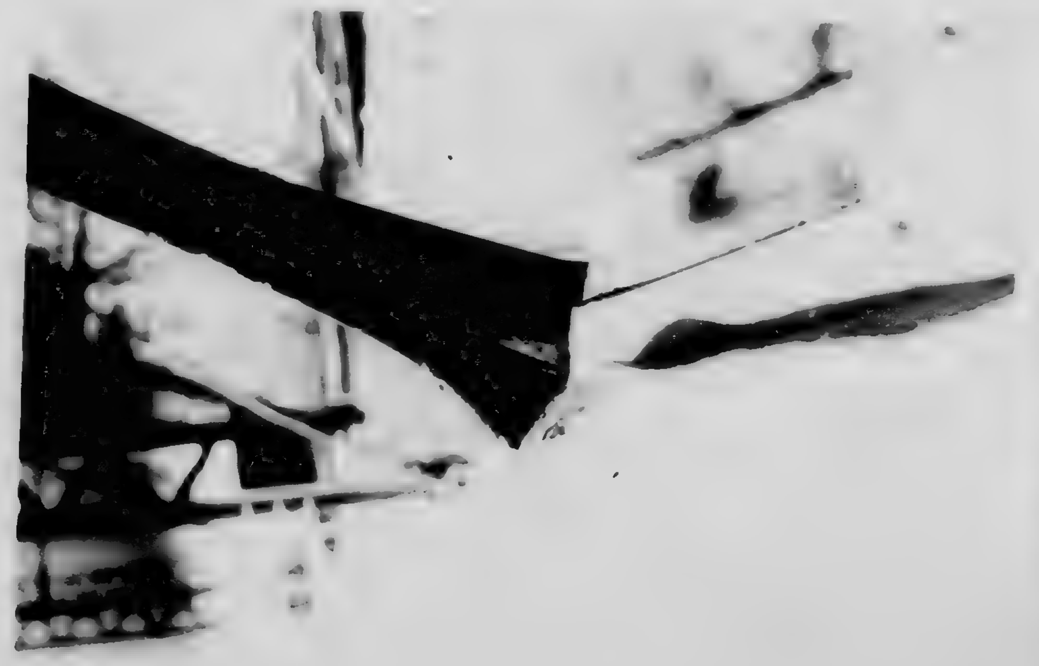
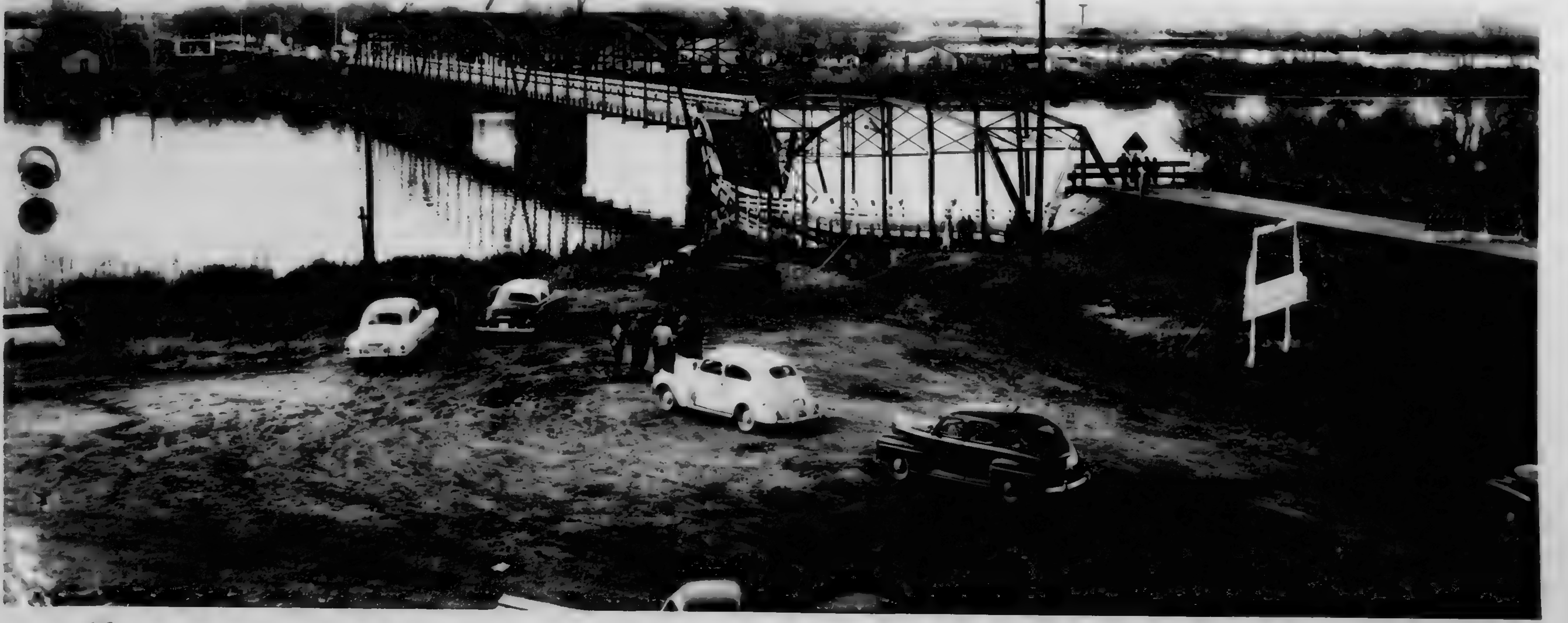


18

hibit E

Bridge across [illegible]
[illegible]
[illegible]
10-4-54

[illegible]



19

Exhibit [illegible]

Exhibit "C"

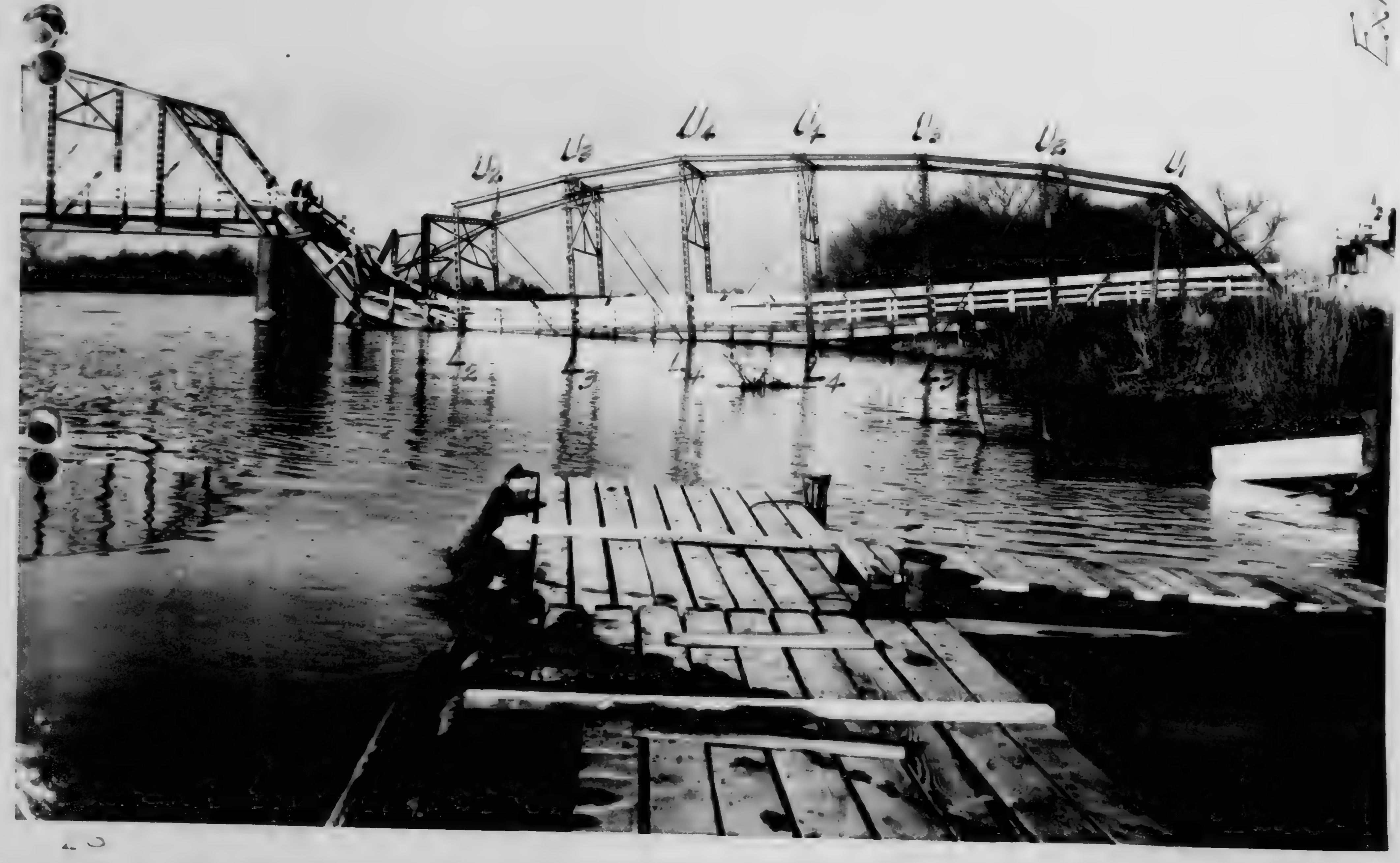

U2
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Exhibit "C"

Exhibit "C"

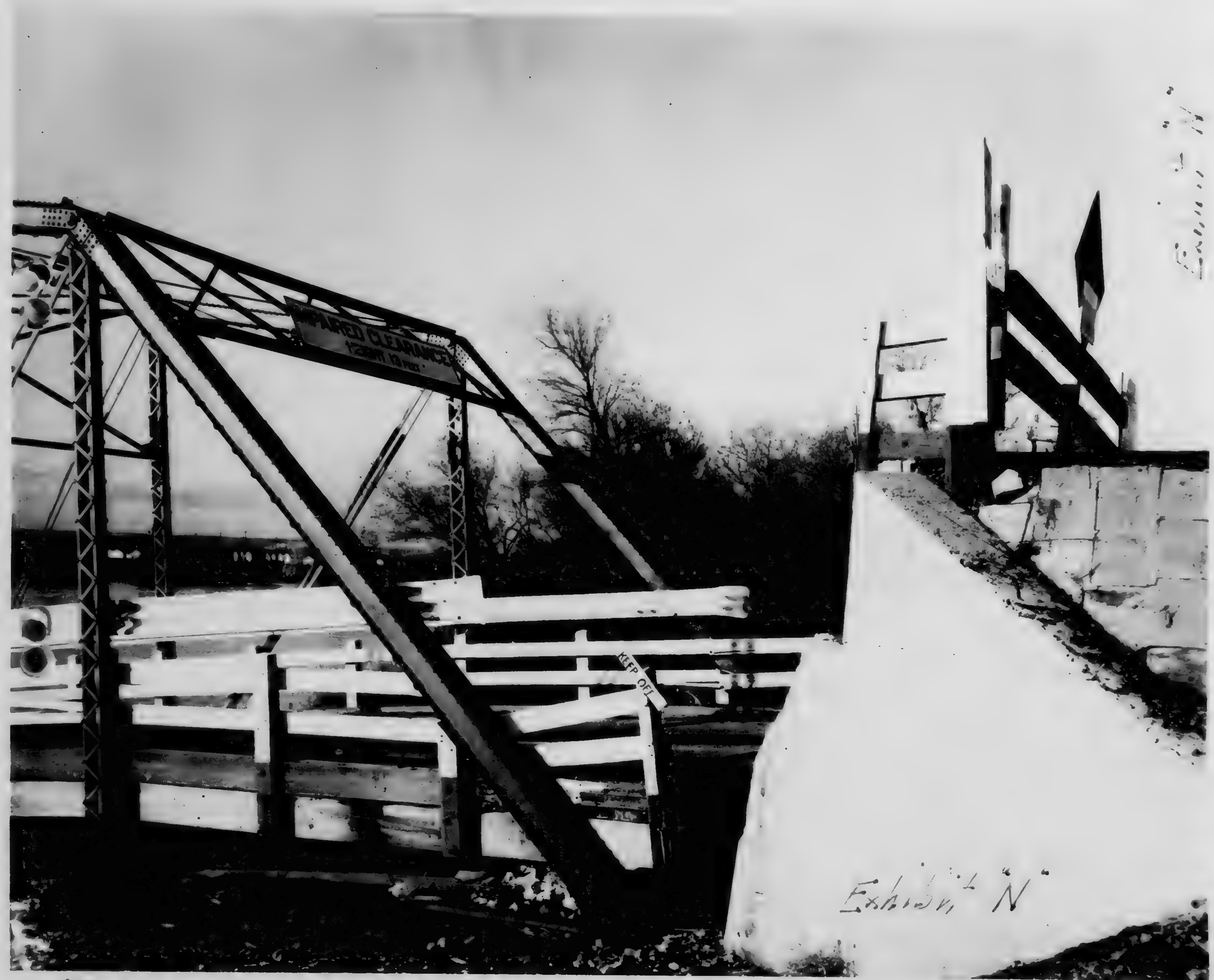

IMPAIRED CLEARANCE
KEEP OFF

Exhibit "N"

Exhibit "N"

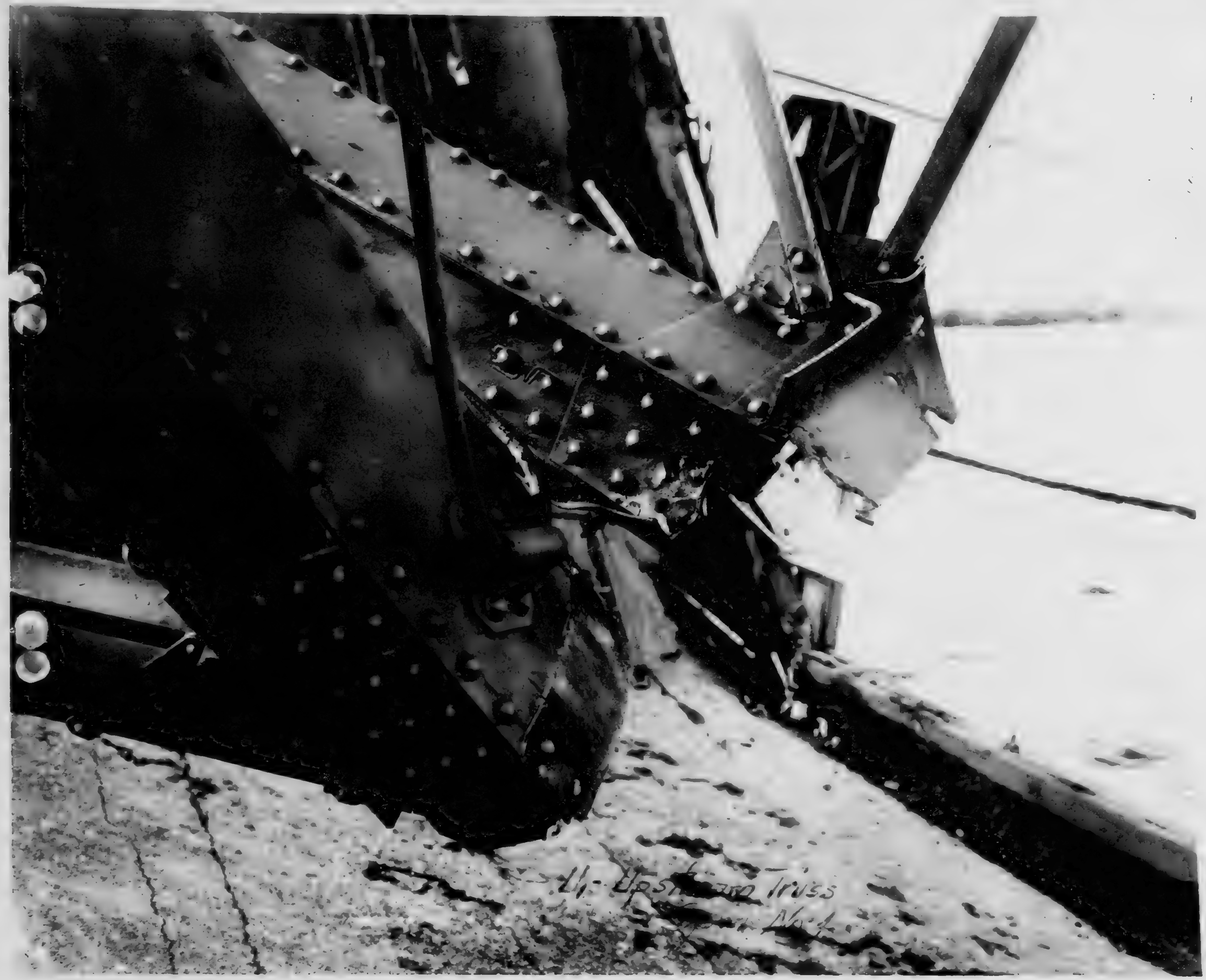
Exhibit "C"

23

[illegible]

27

Exhibit "C"


L1 - Upstream Truss
No. 4

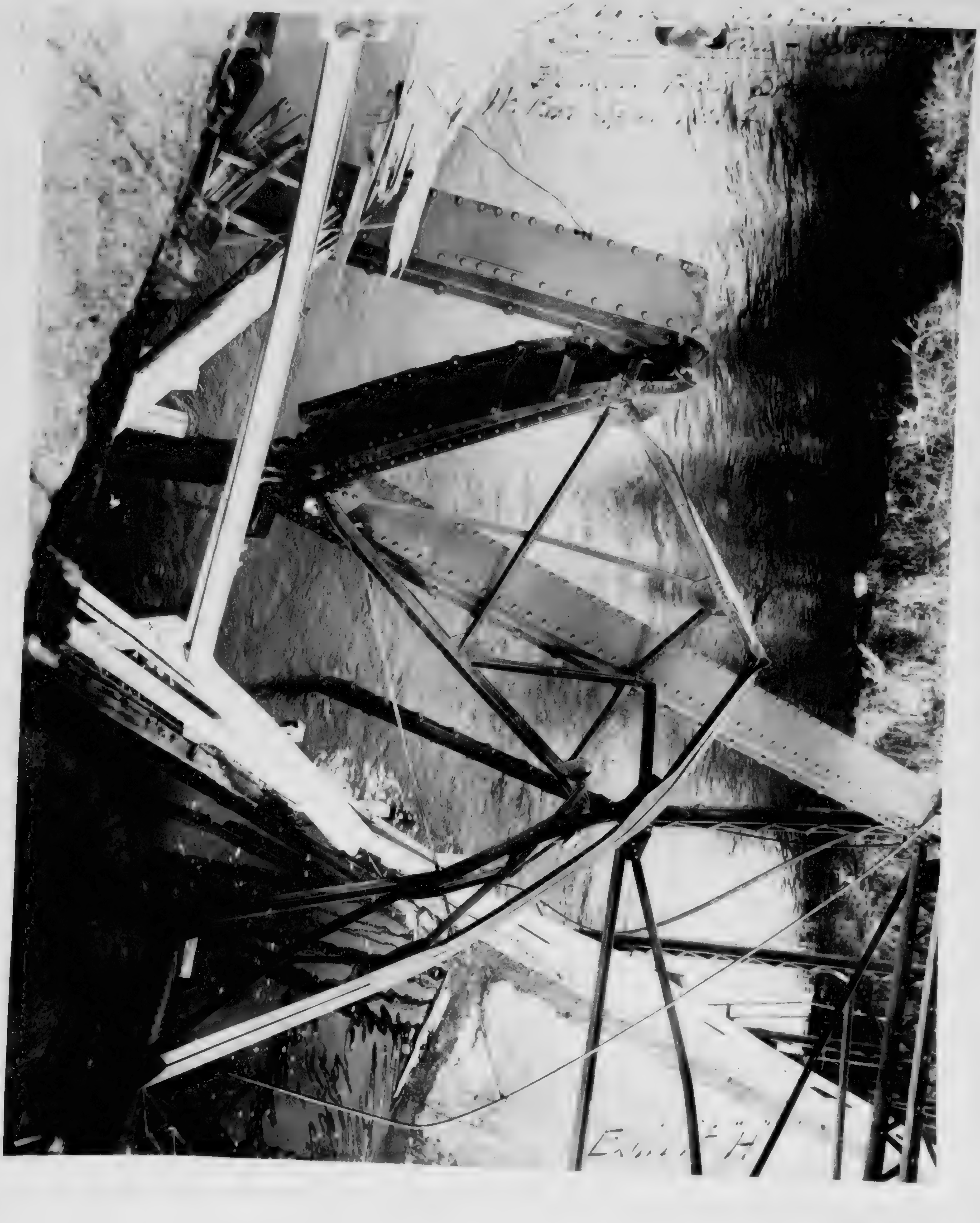
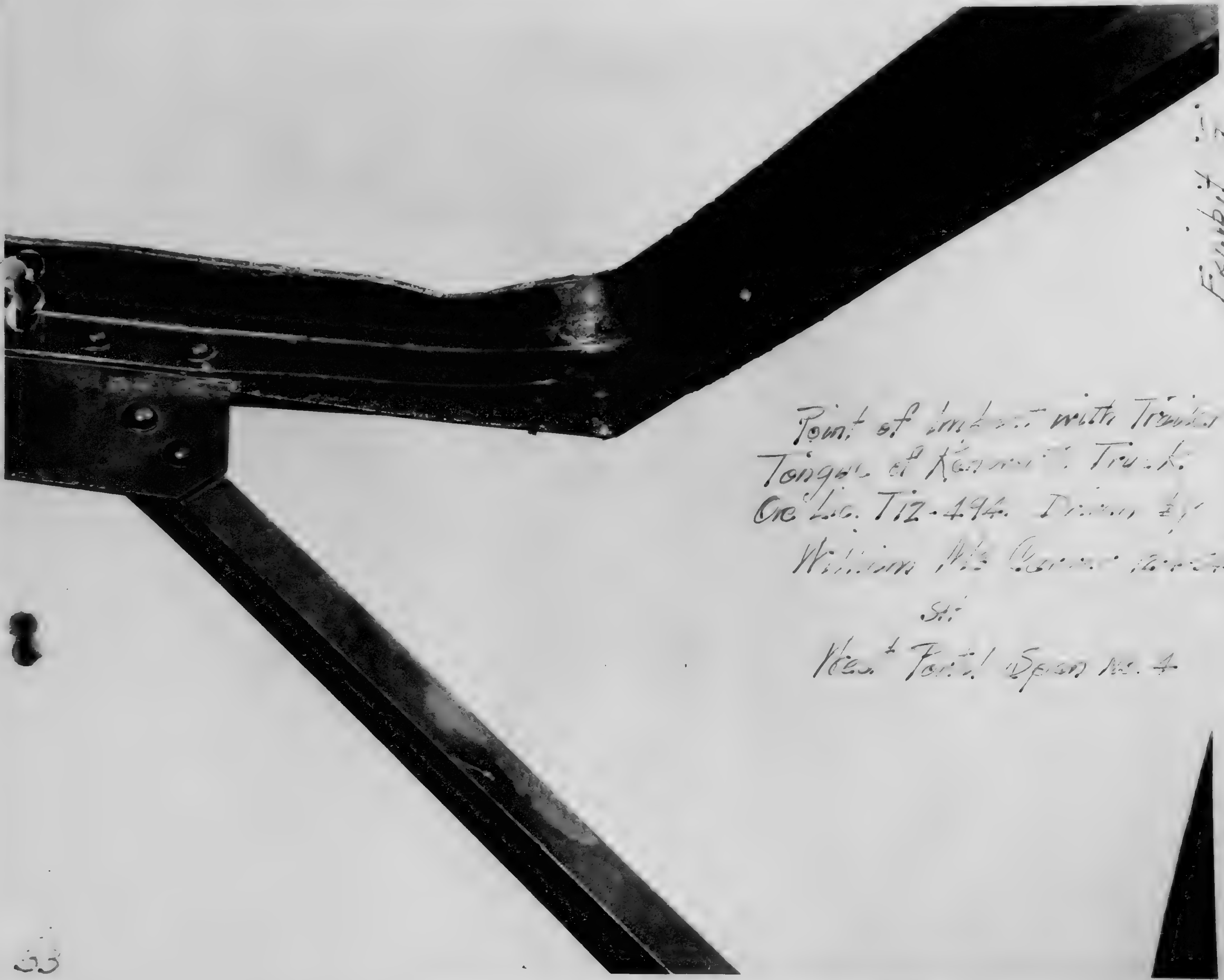


Exhibit H



Point of impact with Trailer Tongue of Kenworth Truck. Ore Lic. T12-494. Driven by William Mc[illegible] [illegible] at West Portal Span No. 4

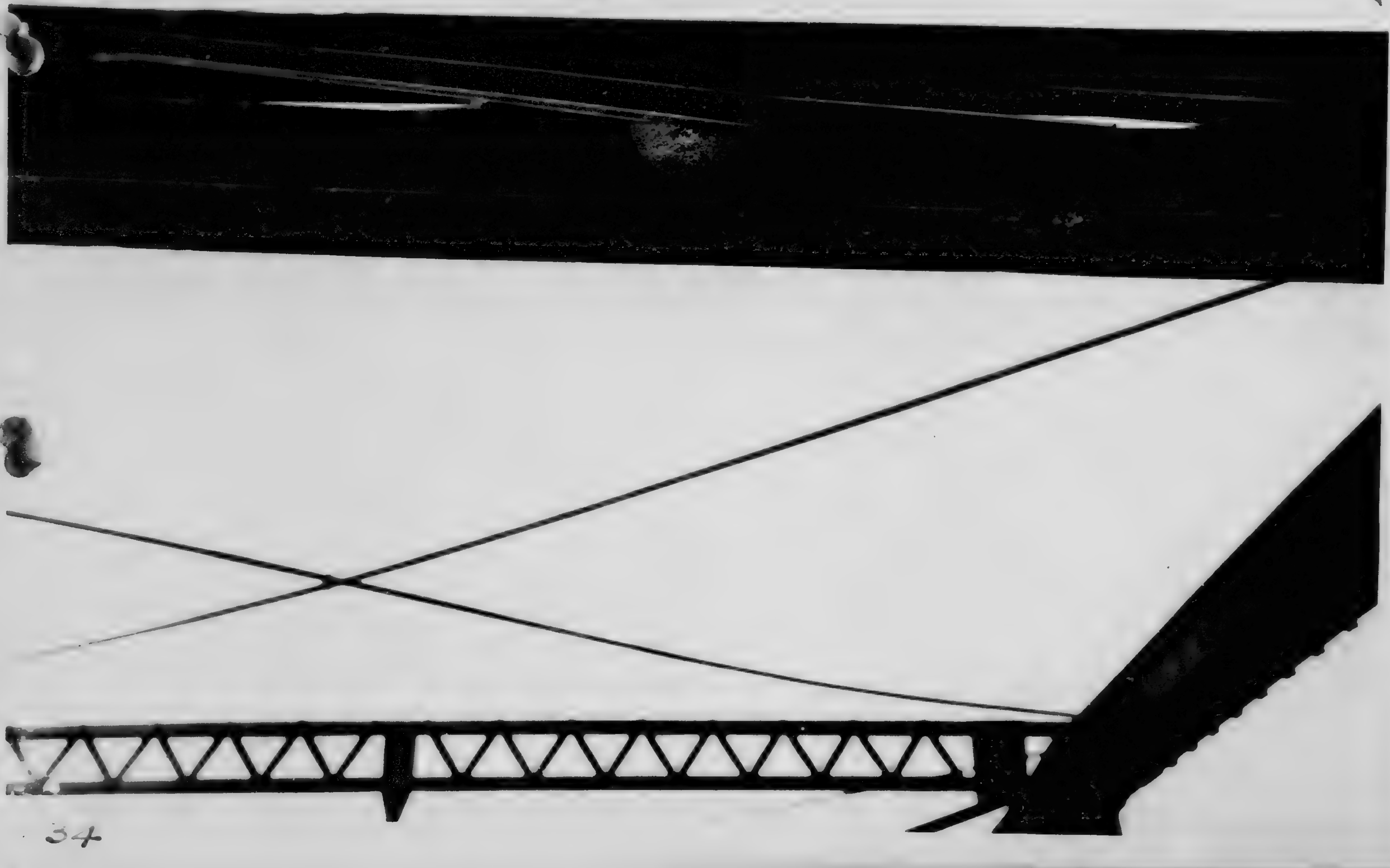
33

Exhibit 7

Exhibit "C"

East Portal
Span No. 3

[illegible] where Trailer Tongue Came [illegible].
[illegible]



34

Exhibit "F"

Exhibit "C"

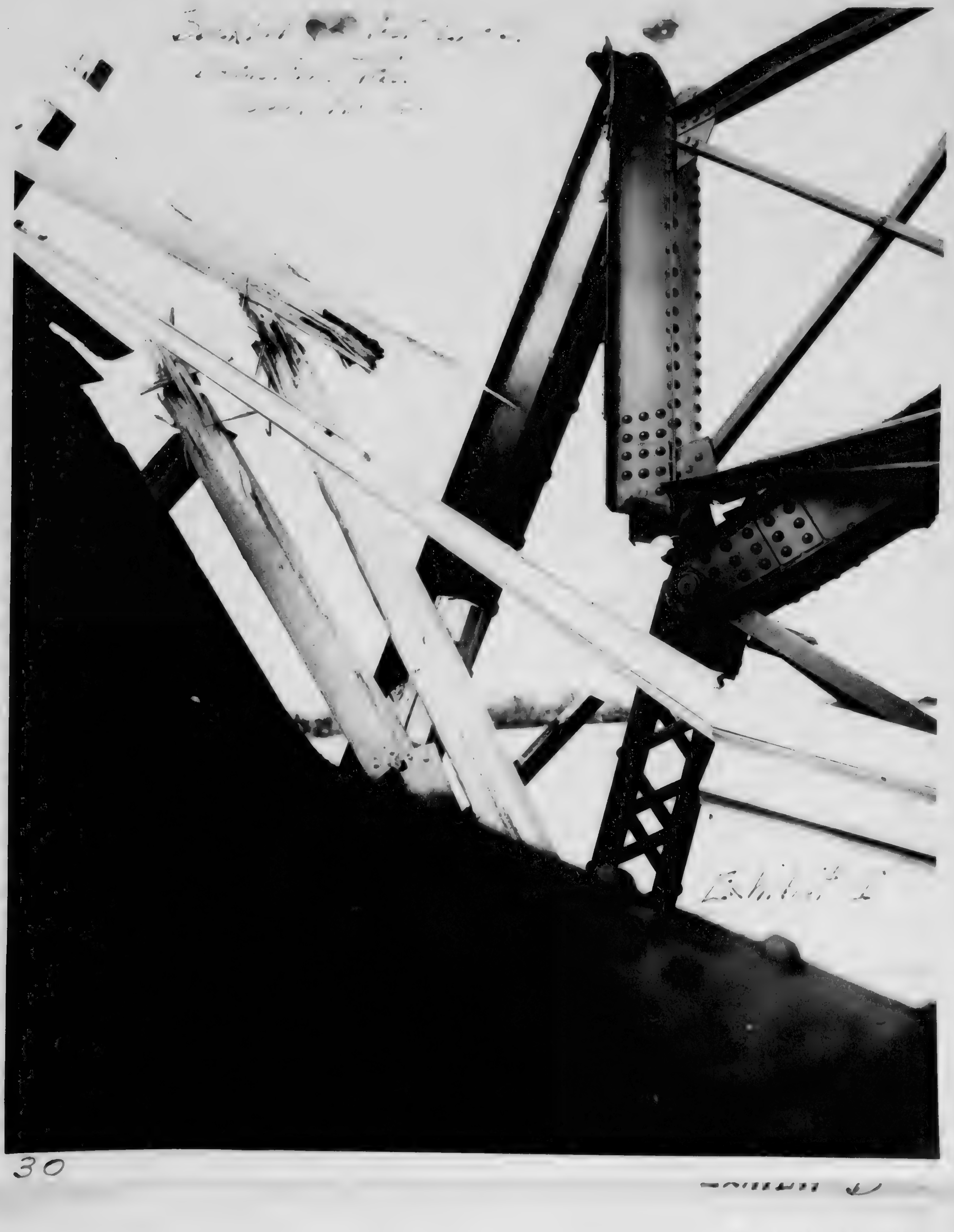


Exhibit E

30

Exhibit D

Exhibit "C"

35

Exhibit 10

Exhibit "C"

Form 8—25M—10-47

VEHICLE ACCIDENT REPORT

☐ Fatal ☒ Non-fatal OREGON STATE POLICE

County Malheur

Date 4 Dec 54

Location Snake River Bridge, Oregon side, Highway Route 20, Nyssa, Oregon

Date 4 Dec 54

Time MST 6:00 AM

Vehicle No. 1—

Make	Type	License	Direction of Travel	Stated Speed
Kenworth	Truck	2 1D-4041	west	about 10

Name and Address of Operator	Operators License
William [illegible] Rt 2 Box [illegible], Ontario	[illegible]

Name and Address of Owner: Don Koilmunster, Box [illegible], Ontario, Phone 337J

Vehicle No. 2—

Make	Type	License	Direction of Travel	Stated Speed
None				

Name and Address of Operator	Operators License

Name and Address of Owner

Pedestrian none

Name and Address

Passengers: Name and Address	In Vehicle
none	

Witnesses none located to date. Officer Wilson, Nyssa city police talked to a possible witness who reported the accident to him, but has not yet advised us as to this subject's identity.

Name and Address

Exhibit "B"

Exhibit "C"

NARRATIVE

Writer received call about 6:15 a.m. date from Officer Wilson of Nyssa city police that a logging truck(later determined to be a lumber truck) had been crossing the bridge at Nyssa and the bridge had fell in. Arriving at Scene writer found that truck had been moved to Nyssa, after the trailer tongue was cut with a welding torch to free the truck from an overhead cross-beam. This was on an undamaged span. The truck was empty but a full trailer with lumber rolls was loaded on the truck. Total PUC light weight of truck and trailer was 25,340, the truck weighing ~~17,[illegible]~~ 17,360 and the trailer 7,980. At the croghan welding shop in Ontario the tongue was ~~xxxxxx~~ removed and realined as straight as possible. It measured 11'1" from the tongue tip over the radiator to the ground. The owner stated that the tongue was usually figured at 11'6", and that the truck, so loaded with the trailer had been driven into this same welding shop on many occasions. The door is 12' high. The clearance on the bridge is 13'6". The spans on the bridge are 170', and there are four of them, the damaged span is next to the Idaho shore. Pavement wet, Raining, darkness.

STATEMENTS

See attached statement of William McCarver.

Don Weilmunster, owner, stated that he could walk between the truck and the north railing before the truck was moved from the bridge. He stated also that this truck equiped as at present, and loaded as at present with the trailer, had crossed this bridge on many occasions.

Narrative:

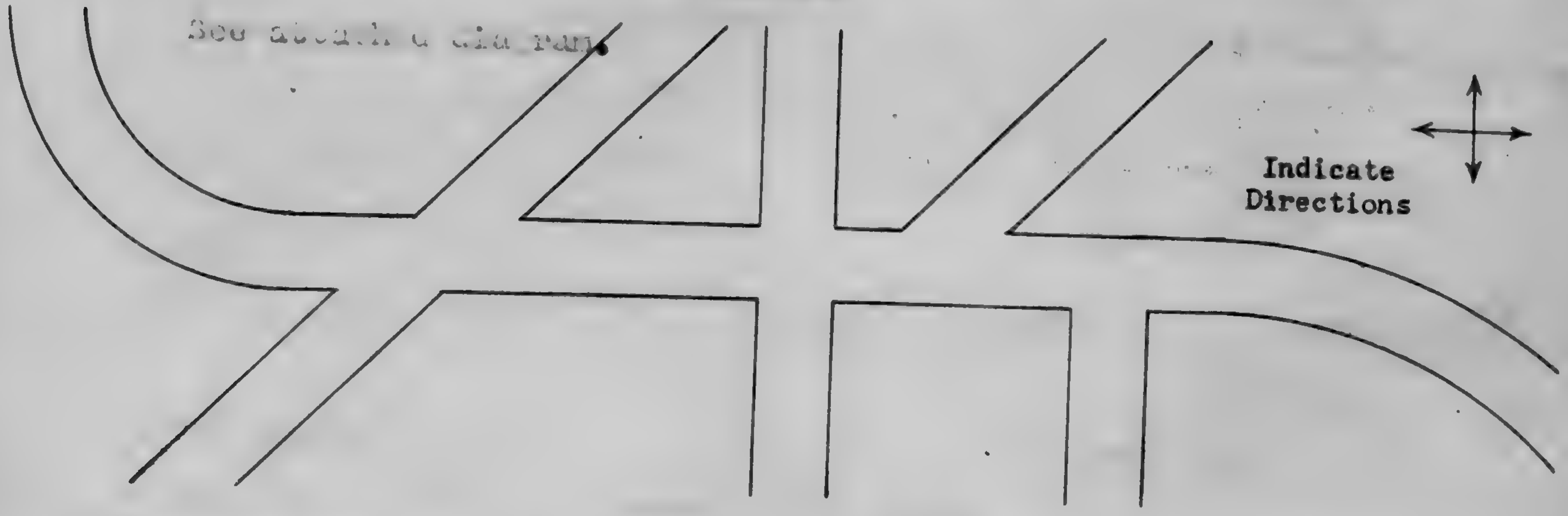
Observation of the scene disclosed that the western most overhead cross-beam was bent near the middle, but towards the Idaho shore, not in the direction the truck was travling. The tongue of the trailer is made of 3" hollow pipe and is the V type, reinforced with diagonal flat strips, It is 12"X 12'3" long and was bent at a point 10'7" back from the tow ring.

ACTION TAKEN

Notified Fred Hussey, Highway maintenance, Ontario. Notified Idaho authorities for a barricade on the Idaho side. took measurements and pictures of truck and bridge. Interviewed McCarver(see statement)

DIAGRAM

See attached diagram.



Indicate before name:
(I)—Injured
(K)—Killed

Hayes
OFFICER

Exhibit C

Form 3a

TIME

Place

Subj

No. ....

Form 8—25M—10-47

VEHICLE ACCIDENT REPORT

☐ Fatal ☒ Non-fatal

OREGON STATE POLICE

County Malheur

Date 4 Dec 54

Location Snake River Bridge, Idaho side, Highway Route 20, Nyssa, Oregon Date 4 Dec 54 Time 6:00 AM MST

Vehicle No. 1—

Kenworth	Truck	T 12-4041	west	about 10
Make	Type	License	Direction of Travel	Stated Speed

William Mc[illegible] Rt 2 Box 4451, Ontario — Name and Address of Operator

S84066 — Operators License

Don Weilmunster, Box 91, Ontario, phone 327J — Name and Address of Owner

Vehicle No. 2—

None				
Make	Type	License	Direction of Travel	Stated Speed

Name and Address of Operator

Operators License

Name and Address of Owner

Pedestrian none

Name and Address

Passengers none

Name and Address	In Vehicle

Witnesses none located to date. Officer Wilson, Nyssa city police talked to a possible witness who reported the accident to him, but has not yet advised us as to this subject's identity.

Name and Address

Exhibit "B"

Form 3a—86M—7-43 STATE PRINTING DEPT.

TIME ....

Place ....

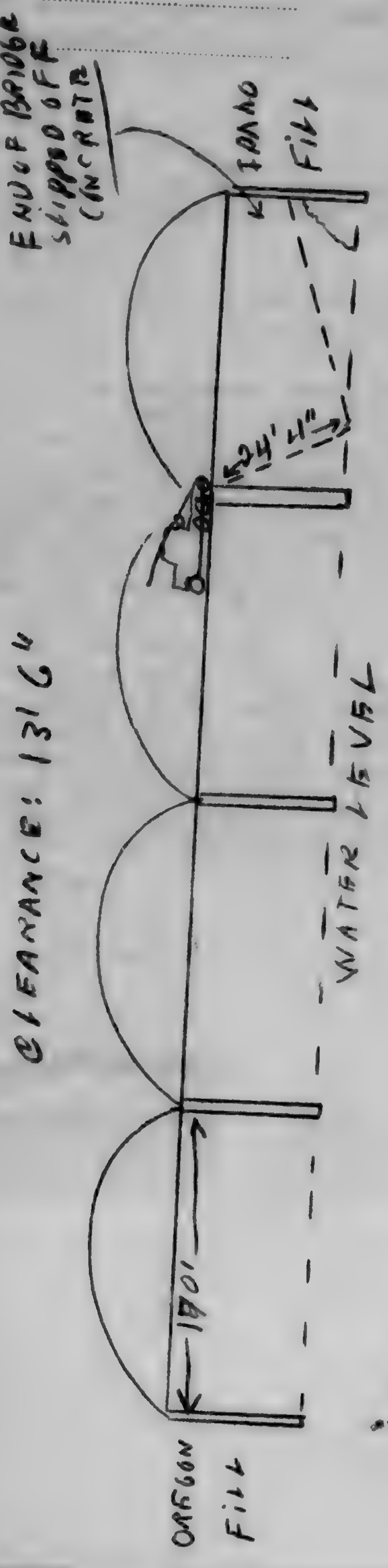
Subject ....

OFFICER'S REPORT
OREGON STATE POLICE

No. ....

County ....

............................, 19....


END OF BRIDGE SLIPPED OFF CONCRETE
IDAHO FILL
24' 4"
CLEARANCE: 13' 6"
WATER LEVEL
170'
OREGON FILL
NOT TO SCALE

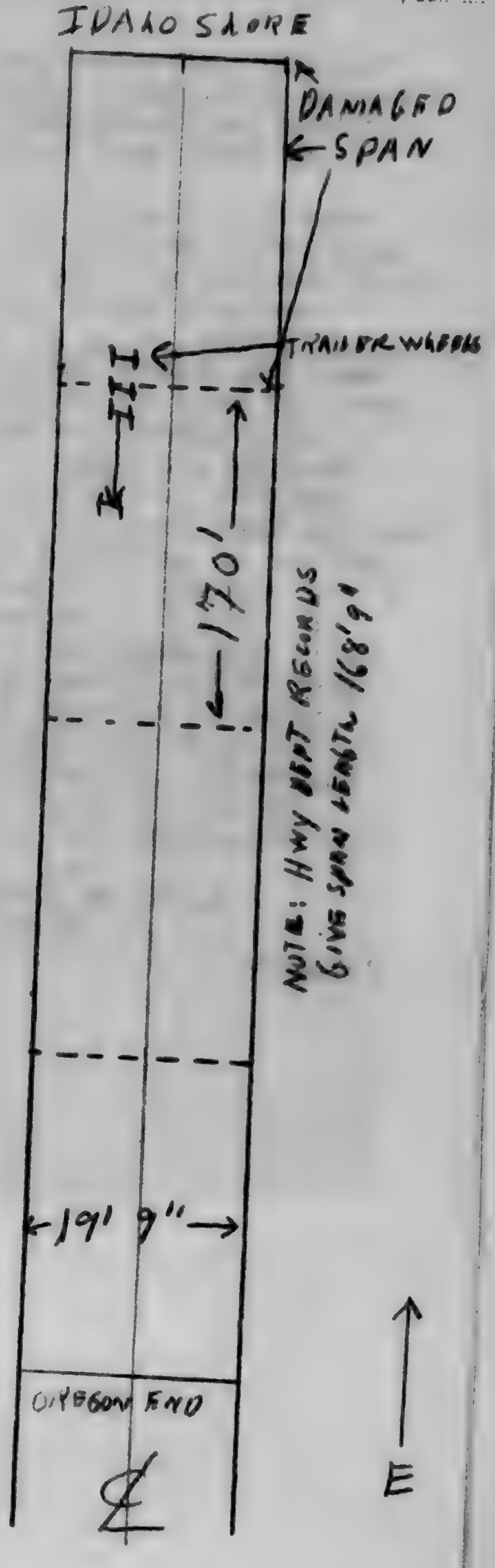

IDAHO SHORE
DAMAGED SPAN
TRAILER WHEELS
170'
NOTE: HWY DEPT RECORDS GIVE SPAN LENGTH 168'9"
19' 9"
OREGON END
℄
E

Exhibit "C"

Statement of William McCarver, Rt 2, Box 443E, Ontario. This statement given voluntarily to Sergeant Russell [illegible], Oregon State police at 10:[illegible]5 AM [illegible] at the State Police office in Ontario.

I am employed by [illegible] of Ontario, and was operating his [illegible] truck, Oregon T124941, with a utility trailer T124940. This is a lumber truck with lumber rolls on the truck and trailer. The truck was empty except for the trailer being carried. I was returning from Reno to Ontario.
About [illegible] a.m. [illegible] I entered the bridge at Nyssa on Highway Route 20 from the Idaho side. I was a little over half way across the first span when I noticed the white metal guard railing on my left ripping and heading down. I then heard a noise and kept on going, the truck started falling and the radiator started coming up. I kept on going until the truck came to a halt. I put on the brakes, set the hand brake and then jumped out and waved down an oncoming pickup from Nyssa to keep it from driving over into the broken section of the bridge, which was down near the water.. After I got out of the truck and stopped the pickup I looked around and discovered that the metal tongue of the trailer had caught on the top of the bridge as the front of my truck want up, and the tongue was bent up just back of the truck cab, sticking up in the air. The tongue was later cut off with a welding torch to get the truck out. The trailer was not lost of the truck. It remained in place but the rear springs were torn loose. The rear trailer axle does not touch the ground when being carried. The trailer tongue is about 11'6" from the ground when it is being carried on the truck. I have on several occasionsdriven this truck, with the trailer so loaded, through the 1[illegible] foot door at the Croghan welding shop, highway 30 north, Ontario. My truck came to a stop with the rear drivers just above the first concrete pier from the Idaho side, they were just on the undamaged part of the bridge.

William McCarver
William McCarver

Witnessed:

Jimmy Hayner

Exhibit "C"

Form [illegible]

TIME [illegible]

OFFICER'S REPORT

OREGON STATE POLICE

[illegible] No.

Place [illegible], [illegible] Bridge

County [illegible]

Subject [illegible] report [illegible]

, 19

[illegible] of the [illegible] City Police [illegible] scene was [illegible], [illegible] City, Idaho. He is employed by the Idaho [illegible] newspaper and it is presumed that he may be contacted through them in Boise. His name and employment are given [illegible] record [illegible].

[illegible] advises that it is possible that [illegible] overhead cross-member, that when it was hit it could have been bent in the direction of the travel of the truck (west) and when the bridge fell it turned over and pointed back east. A section of this member was removed and retained by the highway Dept. It is not known at this writing just what started the collapse of the span, whether the bridge started to collapse and then nosed the truck up, or whether the tongue of the truck bounced the necessary two feet in the air and struck an overhead cross-member. It is also possible that the bridge had been previously damaged by a heavier truck crossing some time before the Weilmmster truck.

Russell Haynes

Russell L Haynes, Sergeant

/

Exhibit "C"

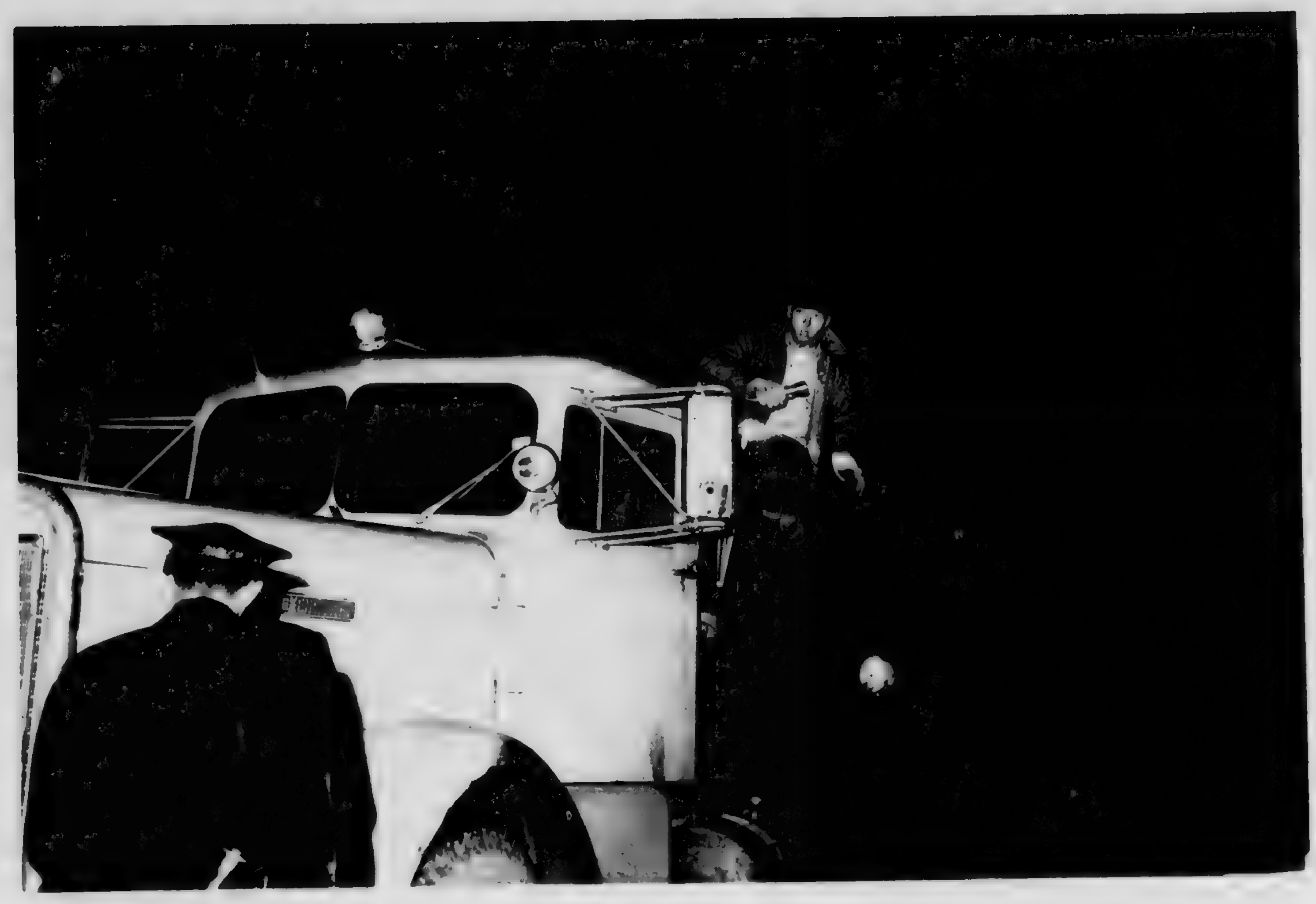
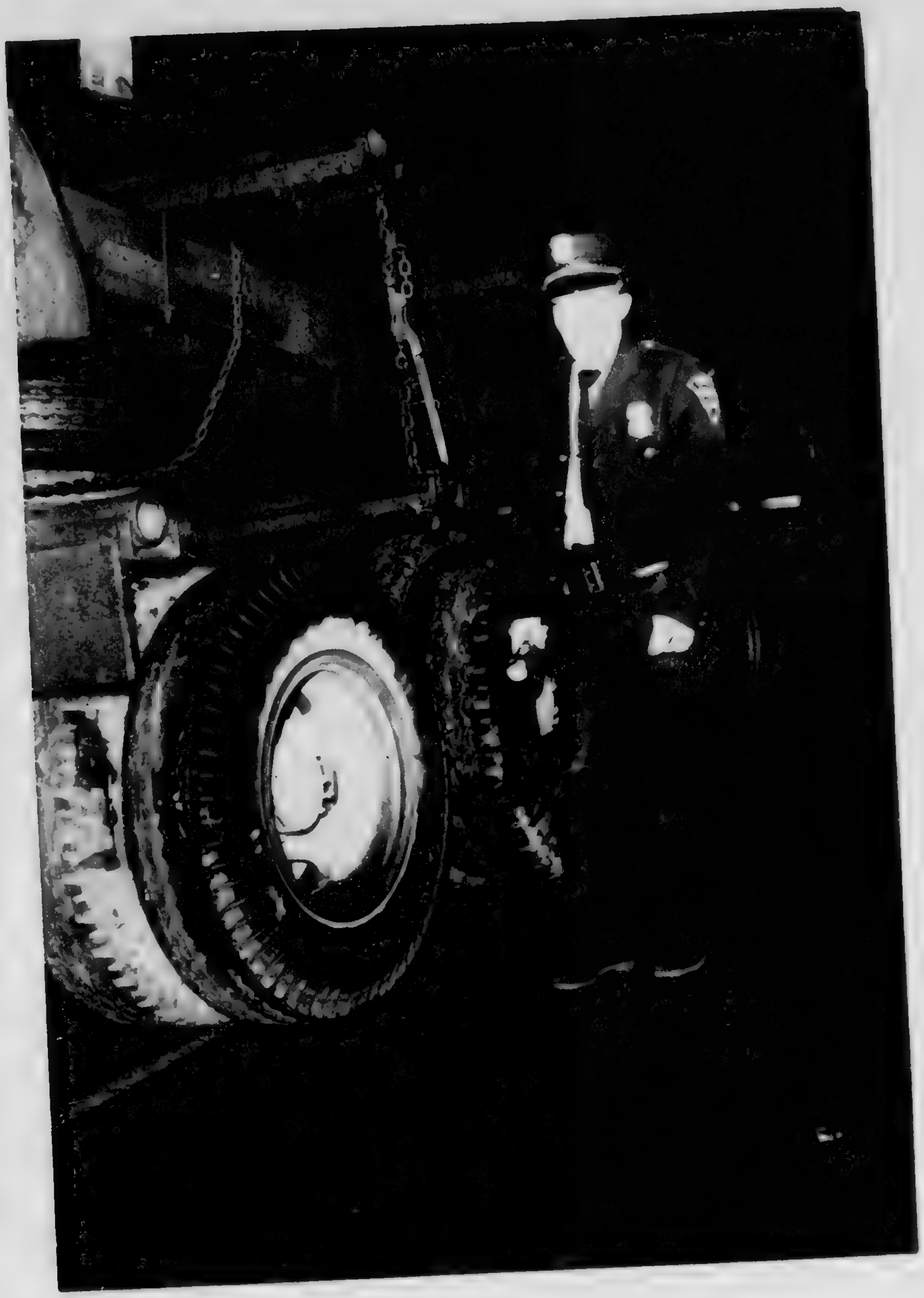


Exhibit "3"



S-70(3) Nyssa Bridge over Snake River 1956
near Nyssa, Old Oregon Trail Hwy.
#4622 Folder # 1

RECEIVED
JAN 27 1955
FOR FILING

5-70 (3)
4622

Salem, Oregon
January 25, 1955

Mr. Robert L. May, Jr.

I am enclosing herewith copy of a letter from Mr. J. B. Bangert, Bridge Superintendent with headquarters in La Grande, Oregon, which is more or less in the nature of a letter of transmittal, transmitting signed statements from various persons having direct or indirect knowledge of the failure of the bridge crossing the Snake River at Nyssa on December 4, 1954.

There is also attached copy of a report from Mr. Bangert which shows the vertical clearance at the portals of all three steel spans now existing, which measurements were taken January 7, 1955.

W. W. Stiffler

Enclosures

cc Mr. I. A. DeFrance

WWS:er fp

FORM E30—50M—4-54—74306

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
La Grande, Oregon
January 10, 1955

SUBJECT:

To: Mr. A.F. Parson
Division Engineer
Oregon State Highway Department
La Grande, Oregon

Dear Sir:

Inclosed find copies of signed statements from persons interviewed regarding the bridge failure at Nyssa. I did not try to influence any of them in any way but tried to ask questions from those suggested by Mr. DeFrance or any others that I thought they would be able to answer and put down their reply in their own words. I am inclosing the original copies that contain their signature.

There were several people that I talked to, including Mr. Alders of the Nyssa newspaper, who were of the decided opinion that the bridge failed of its own accord. Although not claiming that the truck actually hit the bridge, when I explained how it could have happened and what would have resulted had the truck hooked the portal and pulled it in, Mr Alders readily admitted the possibility. I did not actually accuse the truck driver of hitting the bridge but just explained possibilities. Even the truck driver admitted this possibility.

As for myself I did not arrive until the truck was removed from the bridge. I immediately examined the bridge for broken rods, straps or other evidence of mechanical failure but could find none, even after the bridge had gone down. The rods and straps were bent, of course, but none broken. I had no opportunity to interview anyone at the time as I was trying to arrange for materials and crews to rebuild the structure.

One thing that seems quite important to me was the fact that I saw the bent sections of the tongue that was cut out at the Croghan Welding Shop and could see no signs of paint where the tongue slid into the portal where it was lodged. It seems quite evident that the tongue had hit something before and was loose at the time it hit the portal in span # ~~2~~ 3. It must have been in an almost upright position.

I did not get to see the truck owner as he was out of Ontario until January 10, 1955. I did not interview part of the Maintenance or Bridge crews as they were not at the scene of the accident until the following day and their information was only hearsay.

Everyone interviewed was most co-operative but the general consensus of opinion seems to be that the bridge failed mechanically. However as I stated before, after explaining the results of what would have happened had the truck tongue hooked the bridge portal those being interviewed readily admitted the possibilities.

Respectfully yours,

J. B. Bangert

J. B. Bangert
Bridge Superintendent

Bridge Clearances - Snake River Bridge - Nyssa, Ore.
Taken Jan. 7-1955

℄

	5' Right	5' Left.
Span # 1		
Portal # 1	13'-3½"	13'-4½"
" 2	13'-3½"	13'-4½"
Span # 2		
Portal # 1	13'-3¾"	13'-4¼"
" # 2	13'-3¼"	13'-3¾
Span # 3		
Portal # 1	13'-3½"	13'-3¾"
" # 2	13'-3¾"	13'-3⅝"

J. B. Bouquet
Br. Supt.

Report of Dority Welding Service
(Men who cut truck tongue)

I went to the bridge at approximately 7 A.M. to cut the tongue of the trailer to release it from the bridge.

I remember seeing a chain but do not know if it was a cinch chain or not. The tongue was not cinched down with a chain as I moved the tongue before started cutting.

I did not notice the physical condition of the driver.

My opinion is that the tongue was raised up due to the bridge going down which caused it to be lodged in the portal.

In my opinion there was nothing odd about the accident.

Signed John N. Dority

/

Report of William McCarver - Operator of truck

The tongue of the truck was cinched down with a chain - I loaded the trailer myself and am sure the tongue was chained down.

I left Reno early in the evening of Dec 3 - about 3:30 - It was before dark. It is approximately 400 miles. I usually leave Ontario in the morning and get to Reno around 10 P.M. Then sleep the remainder of the night, load the trailer and return the next day. I usually eat just out of Reno, and refuel and eat at Winnemucca. I also slept a while in the truck at Winnemucca. Then I had coffee at McDermett. I slept in the truck approximately one hour out of Jordan Valley. I also fuel in Winnemucca on the way down.

The truck is not light on the front end, to my knowledge.

I was crossing the bridge at approximately 15 or 18 miles per hour in 4th gear and did not notice any vibration more than ordinary until within 30 or 35 feet from the spot where the truck become fouled in the portal in the second span. I did not realize any thing was happening until I saw the hand rail on the bridge going down along side of the truck.

The truck or trailer was not bouncing any more than usual. After the accident and the truck was stopped, the chain and binder used for cinching the trailer tongue was laying on the bridge deck in front of the truck.

I came through other obstructed clearances on the way from Reno - by Homedale and Fernley, Nevada. I'm sure the tongue was chained down.

Signed Wm McCarver

Report of Charles O. Croghan - Blacksmith Shop
(Men who worked on truck)

There was a cinch chain on the truck and it was broken but I don't know when it was broken.

The spring sheckles were not broken but had slipped out of the hangers. My impression is that the trailer wheels hit the deck as the bridge was falling forcing the spring leaves up out of the hangers.

To my knowledge I could not find any evidence of the tongue hitting the bridge - no paint or any other sign

Signed Chas O. Croghan

Report of Charles O. Croghan - Blacksmith Shop
(Men who worked on truck)

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The spring shackles were not broken but had slipped out of the hangers. My impression is that the trailer wheels hit the deck as the bridge was falling forcing the spring leaves up out of the hangers.

To my knowledge I could not find any evidence of the tongue hitting the bridge - no paint or any other sign

Signed Chas O. Croghan

Report of City Policeman of Nyssa

There was two sets of chains holding the trailer onto the truck but one was broken. There was also a small cable that held the tongue in the rack over the cab.

I observed nothing unusual about the condition of the driver except that he was very excited.

I was present while the truck owner was at the scene of accident. He expressed no opinion as to what caused accident.

I noticed nothing unusual about the accident in any way.

Signed Marvin L. Wilson

COPY COPY

REPORT OF MR. LEROY SEWARD (Man who flagged traffic on Idaho Side)

I heard 3 distinct crashes and when I looked out I saw lights on the bridge and saw the bridge had collapsed. I thought at first that there had been a wreck on the bridge. When I arrived there was 2 trucks & a car. I came down to my house and got my flares to stop traffic.

I did not see the truck as I was on the Idaho side and only worked in flagging traffic. I was not at the scene of the accident but a short time as I had to go to the Sugar Beet Plant in Nyssa after cow feed through Oregon.

My opinion is that the bridge collapsed on the Nyssa end first. It happened very quick.

Original signed by ss LeRoy Seward

(Note: The above statement given to Bridge Superintendent J. B. Bangert January 7, 1955)

Report of John Westfall - Bridge Foreman - 5 D

I did not arrive at the bridge until after the truck was taken away so have no knowledge of the broken spring shackles or cinch chain. I did not talk to the driver or owner. I have no first hand knowledge of the front end being light.

Mr. Vincent Skubol, who lives next to the bridge on the Oregon side and Mr. Leroy Seward, who lives close to the bridge on the Idaho side were among the first at the site and helped flag traffic.

Immediately upon arrival at the bridge I examined all rods, pins and straps to see if I could determine any fault that might have occurred before the bridge failed but could fine none. In fact, there were no broken rods or straps after the failure, to my knowledge, although they were bent.

There was nothing odd about the accident to my knowledge as it is my opinion that the bridge portal was hit by the trailer tongue, without a doubt. As I see the accident, the first portal on the Idaho end was hit but due to the angle of the iron, the tongue slipped off. When the portal on the other end of the span was hooked, the tongue could not slip off as the angle of the angle iron was reversed. As the portal was bent, it pulled the chords out of plumb, causing the collapse.

If the span had collapsed with the truck on it, I do not believe it possible for the truck to have gotten off the span.

Signed John Westfall

John H Westfall

Report of John Westfall - Bridge Foreman - 5 D

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Signed John Westfall

John H Westfall

Report of Fred Hussey - Maint. Foreman - Ontario

I was at the bridge before the truck was removed but did not observe the broken spring shackles or cinch chain. As I remember I arrived at the bridge at approximately 6 A. M. It was before day light.

I did not talk to the driver or owner. Some one suggested the cutting of the portal where the truck was caught, to release the truck but I advised against this procedure. I do not know who made this suggestion.

I did not hear any talk of the front end of the truck being light in weight but was only at the scene a few minutes as I had to arrange for handling traffic and placing signs.

I did not observe the physical condition of the driver - in fact I am not sure he was at the truck at the time I was there. There was a city policeman from Nyssa and one other man but I'm not sure it was the truck driver.

I observed the truck in Crogans Blacksmith Shop in Ontario while the tongue was being repaired. They were cutting out the bent sections and replacing with straight metal.

I did not observe a cinch chain on the truck either at the bridge or at the shop. The tongue was cut off by Dority Welding Service.

I was over this bridge approximately one week before the accident and as is my custom I noted condition of bridge in regard to any broken rods, straps, or any other noticable failure. To my knowledge there was none.

Fred Hussey

Signed Fred Hussey

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COPY

COPY

Report of Vincent J. Skubal (man who flagged traffic on Oregon Side)
(Statement given to Bridge Superintendent J. B. Bangert
January 7, 1955)

The first I heard was a rumbling noise and my wife and I thought some one with a high load was raking the level struts and unable to make it across the bridge. When I went out, the driver was setting out flares. I asked him if he had a high load and he said the bridge had collapsed. I then went out on the bridge and saw the tongue was fouled in a level strut. The tongue was fairly heavily constructed and the truck was so firmly lodged that the truck could not be moved until the tongue was cut with a torch.

The truck driver appeared as though he had just come out of a daze or shock. He was quite excited.

The trailer tongue showed no signs of having been tied down unless the chain had been broken before the time I saw it.

It is possible that the truck tongue could have caused damage to the bridge if it bounced out of the cradle and caught the portal. I do not believe it could, if the tongue had been in an upright position, however.

Dority Welding Service cut the tongue of the trailer so the truck could be moved.

(Original signed by) ss Vincent J. Skubal
516 E. Main ST.
Nyssa, Oregon

COPY

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(Statement given to Bridge Superintendent J. B. Bangert
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(Original signed by) ss Vincent J. Skubal
516 E. Main ST.
Nyssa, Oregon

Report of Robert V. Hall - Section Maint. Helper

I was on the bridge before the truck was removed. I did not see the broken spring shackels or cinch chain either on the truck at the scene of accident or in the shop. I did not talk to the driver or owner. I do not believe that the truck was especielly light in front. The driver was apparently physically normal. I did not talk to the man who cut the tongue as we were leaving to put up signs as they were arriving.

The peculiar thing about this accident that I noticed was the fact that the tongue was lodged in the portal in an almost upright position but there was no evidence of the pipe tongue sliding over the steel. There was no paint scraped off. In other words the tongue must have been in an almost upright position before hitting the portal in span #2.

Signed Robert V. Hall

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Signed Robert V. Hall

REPORT OF DUANE R. ALTERS -- EDITOR OF THE GATE CITY JOURNAL

Nyssa

I do not remember seeing the cinch chain or know whether the tongue was chained down or not.

The owner arrived at the site at approximately the same time as I did, which was at 6:30 a. m. on Dec. 4th. The driver was there at the same time and seemed quite rational and reasonable. The owner of the truck was very congenial and reasonable regarding the accident and was of the opinion that the bridge failed before the truck fouled in the portal on span #2.

I did not hear any conversation as to the truck being light on the front end. In my opinion nothing has been concealed by any parties involved (truck owner, driver or Highway Officials) in the accident.

Duane R. Alters

REPORT OF DUANE R. ALTERS -- EDITOR OF THE GATE CITY JOURNAL Nyssa

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Duane R. Alters

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JAN 25 1955
FOR FILING

S-70 (3)
4622

January 25, 1955

Honorable G. Y. Chester
County Judge of Malheur County
Vale, Oregon

Dear Judge Chester:

It is the plan of the Oregon and Idaho Highway Departments to jointly construct a new bridge across the Snake River at Nyssa. The existing bridge was originally constructed by Malheur County, Oregon and Canyon County, Idaho. Insofar as the State of Oregon is concerned, the State Highway Department would willingly give its one-half of the old bridge to Malheur County for usage elsewhere.

I would suggest that you discuss this matter with the Idaho State Highway Department and Canyon County as to their share of the old bridge.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. G. S. Paxson

WCW:me fp

REFERRED TO
Mr. Williams

Please prepare a letter. Tell him that the old bridge belongs to Oregon's Malheur County and the adjacent Idaho County (Canyon), and as far as we are concerned we are perfectly willing to give our half of the bridge to Malheur County. Suggest that he discuss the matter with the adjacent Canyon County.

G. A. Masterson, Commissioner
Westfall, Oregon

TY COURT
ur County, Oregon
XXXXXXXXXXXX
E, OREGON

14, 1955

ent

W. C. WILLIAM

Mr. R. H. Baldock
State Highway Engineer

Dear Mr. Baldock:-

I was in Nyssa, Oregon to-day, and they are all hot and bothered on the thought that they will get a new bridge across the Snake river this summer.
And if that should be the program, We are thinking that we would like to drop the thought to have one of the old spans put across the Owyhee river on the road to the dam.
We are of the XXXXXXX opinion that we should get our Name in soon,
For we think the dam sight should be made in to a State Park and we are going to keep working on that thought for some time.
So please keep us in mind, and if there is any thing that we can do to help let us know and we will do all we can, And we are hoping the Oregon State Highway will do all they can.

Yours very truly,
G. Y. Chester
County Judge
G. Y. Chester

RECEIVED
JAN 17 1955
OFFICE OF
STATE HIGHWAY ENGINEER

A. P. Goodell, Commissioner
Rt. 1, Nyssa, Oregon

G. A. Masterson, Commissioner
Westfall, Oregon

COUNTY COURT
Of Malheur County, Oregon
XXXXXXXXXXXXXXXXXX
VALE, OREGON

Jan 14, 1955

W. C. WILLIAMS

Oregon State Highway Department
Salem, Oregon

Mr. R. H. Baldock
State Highway Engineer

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For we think the dam sight should be made in to a State Park and we are going to keep working on that thought for some time.
So please keep us in mind, and if there is any thing that we can do to help let us know and we will do all we can, And we are hoping the Oregon State Highway will do all they can.

Yours very truly,
G. Y. Chester
County Judge
G. Y. Chester

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JAN 17 1955
OFFICE OF
STATE HIGHWAY ENGINEER

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4622

14 January 1955

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Reference is made to your letter dated 7 January 1955 requesting information as to clearances for navigation purposes which will be required under a bridge to be constructed over the Snake River at Nyssa, Oregon.

The Snake River at Nyssa, Oregon, is navigable; however, inasmuch as there is no navigation on that reach of the Snake River except for small pleasure craft at present nor is navigation expected to develop in the immediate future, no specific vertical or horizontal clearance for waterborne commerce is required. It is recommended, however, that adequate vertical clearance and span lengths be provided to safely pass expected floods. In this connection, it is suggested that consideration be given to providing about 5 feet of vertical clearance above the highest expected river flow as a safety measure to permit boatmen, who may be on the river doing rescue work during high flood stages, to pass under the bridge.

Inclosed are five copies of Form 92b for use in submitting your application for approval of plans for the proposed bridge. Upon receipt of the application, this office will issue a public notice and such navigation interests as there are in the Nyssa area will be given an opportunity to protest the clearances that you have proposed. If there are no protests from the standpoint of navigation and if the bridge appears to be high enough to safely pass expected floods, this office will recommend to higher authority that the plans be approved.

For your information, a member of this organization measured the flood stage on 18 April 1952 as being elevation 2,170.2 feet above mean sea level. The measurement was made directly from U. S. Geological Survey, Bench Mark No. B197-1941, located on the right bank pier of

14 January 1955

Mr. R. H. Baldock

the Nyssa bridge using reference datum of elevation 2,181.328 feet for the bench mark. This office has no means of verifying the accuracy of the reading as it was an isolated recording. It is estimated that the flow at the time of the measurement was about 55,000 cubic feet per second. The peak flow of the 1952 flood at this point is estimated to be about 60,000 cubic feet per second and it is considered that a flow of 60,000 cubic feet or greater may be reasonably expected to recur at this location. It is suggested consideration be given to the above factors in preparation of the plans submitted for approval.

Sincerely yours,

A. H. MILLER
Colonel, Corps of Engineers
District Engineer

1 Incl
Form 92b (in quin)

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file /

C O P Y

STATE OF IDAHO
DEPARTMENT OF HIGHWAYS
P. O. Box 879
Boise, Idaho

10 January 1955

Original referred to Mr Parson

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Reference is made to your letter of December 21, 1954, relative to a lease of ground near the proposed bridge site east of Nyssa and the proposed location.

Our Location Engineer and District Engineer met with your District Engineer, Mr. Parson, and Resident Engineer, Mr. Johnson, on December 13, 1954, and these representatives tentatively agreed to a location slightly downstream from the present bridge location. The survey has been made and extends into Oregon.

Prints of our tentative alignment were furnished your Resident Engineer at Ontario. We expect to have an alignment map showing the topography and a profile of the revised line for your inspection within a few days and will forward prints to you at that time. Our Right of Way department is negotiating with the City of Nyssa for the lease requested.

Very truly yours,

/s/ E. V. Miller

E. V. MILLER
State Highway Engineer

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DEPARTMENT OF HIGHWAYS
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/s/ E. V. Miller

E. V. MILLER
State Highway Engineer

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JAN 10 1955
FOR FILING

S-70 (3)
4622

January 7, 1955

Oregon State Highway Commission

Gentlemen:

Attached hereto are two letters, one from Mr. Stiffler, Assistant State Highway Engineer, and the other from Mr. Paxson, Assistant State Highway Engineer, with reference to the collapse of the easterly span of the Nyssa bridge over the Snake River. Attached to the Secretary's file are some photographs showing the failed span, both complete and in detail.

It is my considered opinion that this bridge collapsed because the west portal was struck by the tongue on the trailer which was mounted on the truck. I recommend that we seek to recover from the driver of the truck, the owner of the truck, and the surety the $18,000 which the State was forced to spend in the building of a timber trestle to replace the failed span.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. W. W. Stiffler
Mr. G. S. Paxson

RHB:fp

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 3, 1955

SUBJECT: Nyssa Bridge Accident

To: Mr. R. H. Baldock

You already have a report from Mr. Stiffler on the collapse of the easterly span of the Nyssa Bridge over the Snake River, together with photographs taken at the site. Mr. Stiffler's report is dated December 21, 1954. I am attaching hereto copy of a report from Mr. Stephenson on the same subject.

In summary of these reports, the easterly span of the four-span structure over the Snake River between Oregon and Idaho, known as the Nyssa Bridge, collapsed during or immediately following the passage of a truck owned by Mr. Don Weilmunster of Ontario, Oregon, and driven by William McCarver, also of Ontario. This truck was carrying a full trailer loaded on the chassis of the truck and was returning empty from Reno. In loading the trailer on the truck, the tongue is carried on the top of the cab. While the truck had been removed from the bridge before any of the Highway Department personnel arrived so that no actual measurements could be made of the loading arrangement, the truck was afterward observed at Ontario. If the trailer was properly loaded, the end of the tongue on the cab would be only 11'-8" off of the roadway. The clearance under the transverse members of the truss is 13'-3". From these measurements there should have been 1'-7" between the trailer tongue and the transverse members of the truss.

The truck had entered the easterly end of the structure and apparently had not struck the easterly portal of this east truss. There is some evidence from marking on this east portal that it had,at sometime in the past, been struck a glazing blow, but we cannot prove that this particular truck struck the portal and caused the marking of this member. The truck apparently proceeded across the bridge, and in some way the tongue of the trailer was raised so that the end of the tongue struck the lower transverse member of the westerly portal bracing approximately over the center of the westbound lane of the bridge. This portal was bent into a "V" shape, pulling the end posts, of the truss to which it is attached, in toward the center of the roadway. The end posts and upper chords of trusses are in compression due to the weight of the truss itself and to the vehicular loads, and, unless these end posts are in line, they become unstable. This unquestionably happened in this case, and the westerly end post of the downstream truss of this easterly span failed by buckling at the point where the lower

transverse member of the portal was attached. When this member buckled, the truss failed, and in doing so pulled the easterly end of the truss off of the east abutment.

This westerly portal is approximately ~~20~~ 15 feet west of the west end of the truss. The driver of the truck states that he was going at a speed of 18 to 20 miles per hour. At this speed it would require approximately one ½ second to travel from the point where the tongue hit the transverse member to the end of the truss. His momentum and speed were sufficient to carry him off of the damaged truss onto the adjacent truss, but the force of the impact raised the tongue to an almost vertical position, and the truck came to rest with the tongue against the easterly portal of the second truss. The impact of the tongue in striking the portal, together with assistance from the brakes of the truck, stopped the truck before any damage was done to the portal of the second truss. These portal members are relatively light as they carry no load from the truss itself and only act as bracing. Had the truck been proceeding at any speed with the tongue in the position in which it finally rested, this portal would have been damaged.

There seems to be no question, from the evidence that we have been able to gather, that the tongue of the trailer did strike the westerly portal of the first truss and was rotated by this impact into the vertical position it had when the truck stopped.

We have cut out sections of steel from the downstream end post of the easterly truss and have tested this steel in our own laboratory. Our tests show that this steel had an ultimate strength of 56,370 pounds per square inch and a yield point of 38,500 pounds per square inch. These values exceed the specification requirements for structural steel in effect at the time this bridge was built. So that we may have an independent check on these test results, we are arranging with the laboratory of the Oregon State College to take other samples from the material and test them in their own laboratories.

In so far as we can ascertain, this truck and trailer weighed approximately 25,000 pounds. We have in our files a detailed analysis of this truss which shows that under a load of two 15-ton trucks, plus a uniform load of 60 pounds per square foot, the stresses in the end posts which failed should be approximately 11,800 pounds per square inch. This is approximately one-fifth of the ultimate strength of the member and one-third of the yield point. This truss was entirely adequate to carry the load of the truck and trailer and was adequate to safely carry any legal load permitted under our state law, provided no damage was done to the members by impact with vehicles.

In the truck driver's report to the State Police, he says that he was about one-half way across the span when he noticed the guard railing "ripping and headed down." This is impossible for, at the speed at which he was traveling, the bridge would have been completely collapsed long before he got across it and on to the adjacent span. Our investigation and the

photographs which are attached to Mr. Stiffler's report show that there is no damage to the guard rail or to any other part of the truss except for the two panels at the extreme westerly end of the span. The driver is evidently confused as to his position when he first noticed any indication of the collapse of the span. This collapse could only have happened after the impact of his trailer tongue with the portal bracing.

He also states that "I then heard a noise and kept on going. The truck started pulling and the radiator started coming up." This probably is true, but can refer only to the movement of the truck after the tongue had struck the portal bracing and the truck was covering the last 15 feet of the structure. Observation of the truck several days after the accident indicates that the front end of the tongue, when the trailer was properly loaded, was approximately over the front wheels of the truck. In this position, any change in the inclination of the roadway, such as would have occurred while the bridge was falling, would not have changed the relative elevation of the trailer tongue and the portal bracing, as the rotation would have been around the front axle of the truck and the tongue would have remained in the same relative position.

There is no question in my mind that the trailer tongue in some manner was carried high enough so that it fouled the portal bracing as it passed under it. How the trailer got under the easterly portal, we do not know. It may be that the slight mark on the easterly portal was caused by this truck and that the blow was enough to dislodge the trailer tongue from its normal position and raise it high enough to strike the westerly portal. In any event, we are sure that the tongue did strike this westerly portal and that the bending of this portal was the immediate cause of the collapse of the truss.

G. S. Paxson

GSP:gm
Attach.

Damage to
Nyssa Bridge

Salem, Oregon
December 21, 1954

Mr. R. H. Baldock

At approximately 6:00 a.m., Mountain Time, December 4, 1954, span No. 4 of the bridge crossing the Snake River on US20-26, between Nyssa, in Malheur County, Oregon, and Canyon County, Idaho, collapsed and fell into the river. The collapse occurred while a Kenworth truck, ORE T12-4941, carrying a four-wheel utility trailer, license T12-4940, owned by Don Weilmunster, Box 91, Ontario, Oregon, was being driven in a westerly direction on span No. 4 by William McCarver, Route 2, Box 443E, Ontario, Oregon.

The bridge, consisting of four through steel truss spans of 168' 9", was built in 1911 at a cost of $33,000. The cost was borne in equal proportions by the State of Oregon, Malheur County, and the City of Nyssa, in the amount of $11,000 each. The City financed its share of the cost with six per cent twenty-year bonds. At the request of the City of Nyssa, the State Highway Commission assumed the balance remaining of the City of Nyssa's obligation in the amount of $3,000 on May 1, 1932.

The State Highway Commission took over and assumed full responsibility for the ownership and future maintenance of the bridge in 1929. The Commission entered into agreements with the State of Idaho on March 12, 1948, and again on June 28, 1949, wherein the obligations of the two states were completely outlined with respect to the bridges crossing Snake River at Weiser, Payette, Ontario, and Nyssa. By means of the above agreements, the maintenance of the Ontario - Nyssa bridges is the sole obligation of the State of Oregon, and any salvage resulting from the reconstruction of either is to be credited to the State of Oregon. The cost of replacing either of the present bridges at Ontario or Nyssa is a joint mutual obligation of the two states.

The first notice of the bridge failure was a telephone call received by Sgt. Russell L. Haynes of the Oregon State Police from City Police Officer Wilson at Nyssa at 6:15 a.m. Officer Haynes notified Fred Hussey, Section Foreman, and immediately proceeded to the scene of the accident. Upon his arrival, the Kenworth truck had been removed from the bridge. The report of Sgt. Haynes indicates that Roy Delaney, Garden City, Idaho, an employee of the Idaho Statesman newspaper, was an eye witness to the accident. Mr. Delaney was contacted by Mr. De France, who stated that at that hour - 6:00 a.m., Mountain Time - he was proceeding easterly across the bridge and entered the west end of the bridge approximately at the same time the Kenworth truck (traveling west) entered the east end of the bridge. Therefore, about all he saw was the headlights and a little later the truck driver flagging him down after the collapse of span No. 4.

Upon being notified of the above failure by the State Police, Mr. Hussey, Section Foreman, proceeded to notify Mr. Farson, Division Engineer, and Mr. Bangert, Division Bridge Superintendent at La Grande, who proceeded to the scene of the accident with a sign crew from Burns to regulate traffic. At approximately 11:00 a.m. on the same day, Mr. P. M. Stephenson, Mr. H. M. Hughlett, and Mr. I. A. De France left Salem for an inspection of the bridge, arriving at Ontario late that evening and proceeding with their investigation the following morning. They remained on the job until the damaged span was salvaged, removed, and replaced with an untreated timber trestle the following Sunday afternoon, December 12. Most all of the equipment necessary for the pile trestle construction was dispatched from Salem, Sunday morning, December 5. The total estimated cost of the replacement structure is now $18,000.

All bridges on the state highway system are inspected from two to four times annually. The Nyssa bridge was last inspected in July, prior to the submission of the 1955 budget. The only items recommended by Mr. Bangert, Bridge Superintendent, were $900 for possible emergency repairs to the structure and $660 to repair and paint the handrail and shear rail. The last measurements taken showed the minimum vertical clearance between the deck of the bridge and portal bracing of any span to be 13' 3½". The bridge was posted with signs at both ends of the structure which read: "Impaired Clearance - Height 13 feet." The vertical clearance is perfectly safe for legal loads of 12' 6".

It is my opinion, which is supported by the opinions of Mr. Hughlett, Mr. De France, Mr. Farson, and Mr. Stephenson, that the bridge collapsed due to the collision between the trailer tongue, which projected over and forward of the cab of the Kenworth truck, when driven by William McCarver, and the west portal bracing of span No. 4. A general view of the layout is shown on Exhibit A.

Exhibit B is the report rendered by Sgt. Russell L. Haynes, Oregon State Police, which includes a sketch of the vicinity and a statement by William McCarver, the driver of the Kenworth truck. You will note from Mr. McCarver's statement that as he was proceeding in a westerly direction across span No. 4 the bridge started to fall and the collapse of the span was the cause for his trailer tongue becoming fouled with the east portal bracing of span No. 3. Mr. McCarver admits that the force of this collision was sufficient to bend the trailer tongue, which is an assembled unit (from three-inch steel tubing according to Sgt. Haynes), with the result that it projected upward in an almost vertical position, as shown in the photograph - Exhibit C.

The truck was freed from the position by cutting off the tongue with a welding torch. Mr. McCarver further states that the force of the collision was sufficient to tear loose the springs from the trailer, and Mr. McComb reports that one cinch chain holding the trailer to the bed of the truck, similar to the one shown in Exhibit D, was also broken. Further details as to the construction of the tongue show the bent sections removed while the same was being repaired in a welding shop - shown in Exhibit E, Photographs Nos. 15 and 16. Mr. McCarver claims all of this damage was due to the collision with the east portal of span No. 3.

Exhibit F shows the spot where the tongue of the trailer made contact with the east portal of span No. 3, which did not distort or damage any member of the portal bracing, but which merely knocked some paint off one of the angles. It is inconceivable that the damage to the trailer and the bending of the tongue could have been due to a collision with the east portal of span No. 3, but rather the collision took place on the west portal of span No. 4, as is hereinafter explained.

Regardless of any statements made by William McCarver, the driver, or Ben Weilmunster, the owner of the equipment, the collapse of this span could only have occurred due to a collision between the tongue of the truck-trailer and the west portal of span No. 4. When the end of the trailer tongue collided with the lowest member of the portal bracing, it severely bent this member, pushing the same upward and forward. The force of the impact bent the tongue into a vertical position, which at the same time forced the portal bracing upward until the same was high enough to permit the tongue to pass under the damaged portal. The force of the impact with the portal bracing is shown in a close-up on Exhibit G. The trailer evidently became loose after entering upon the bridge and the tongue came up on the west portal of span No. 4.

Exhibit H shows more details as a result of the collision. This photograph shows the downstream truss where the end post has broken into and doubled over, which has turned the portal bracing upside down, but it clearly shows the point in the portal bracing originally struck by the trailer tongue. The force of the collision which bent and lifted the portal bracing bent and buckled the downstream end post and pulled the upstream end post inward, causing the span to collapse. Another view of the buckled end post is shown in Exhibit I.

Exhibit J is a photograph marked to show the designation of the upper and lower panel points in span No. 4, but common to the other three spans.

Exhibit K shows that the upper chords on both trusses also broke loose from the upper portions of the portal bracing at panel point U_1.

Exhibit L shows a close-up detail of the U_1 panel point on the upstream truss of span No. 4.

Exhibit M is merely a general view showing all of the damaged portion at the west end of span No. 4 after the collapse.

Exhibits N and O further support our contention and theory that the bridge collapsed only as a result of the collision between the truck-trailer tongue and the west portal of span No. 4, dropping the entire truss into the river, which action pulled the span loose from its easterly abutment with sufficient force to tear out sections of the concrete abutment where the anchor bolts were embedded. This condition is further supported with a view on Exhibit J.

In conclusion, it is my recommendation that a claim be filed against the owner of the Kenworth truck, Mr. Ben Weilmunster, in the amount of $18,000, and that a copy of this report be made available to Mr. Earl Miller, State Highway Engineer of Idaho, and to our Highway Commission, recommending that our legal counsel be given authority to institute legal proceedings, if necessary, against Ben Weilmunster and/or his insurance carrier, in order to recover the expense of the State Highway Commission for the construction of a substitute bridge.

W. H. Stiffler

WHS:ier

cc Mr. C. W. Enfield

RECEIVED
JAN 7 - 1955
FOR FILING

S-70 BJ
4622

6231
6243

January 6, 1955

Mrs. Bessie E. Long
Nyssa, Oregon

Dear Mrs. Long:

Thank you for your letter of January 5, 1955 with reference to construction of a new bridge across the Snake River at Nyssa. You suggest the rerouting of the highway so as to by-pass the city in conjunction with the bridge project.

Your suggestion will be brought to the attention of the State Highway Engineer for his information in working up the plans for this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: R. H. Baldock

Jan. 5, 1955.
Nyssa, Ore.

Oregon State Highway Com:
Salem, Oregon.

Dear Sirs:

The manner in which we live due to illness takes us about the states and we are privileged to see many conditions with their pro and con features at first hand.

ACKNOWLEDGE
H. B. GLAISYER

Nyssa over the Snake River. We hope the same mistake will not be made here that has been made at Vale. Bridges have a life expectancy measured from a mortality table compiled in future needs. Traffic will ever grow heavier and should war come on our coast the Vale bridge would be inadequate and a hazzard from location.

In regard to the bridge to be built here. If a careful survey is made of all future needs you will see the present location presents many definite points against it in the years to come. Millions of the tax payers money is used to straighten bad lengthy curves on our highways and yet costly bridges are often built regardless of future changes. The new bridge could be made in conjunction with changes in the highway, to be an asset to our town. A gracious entry to a community enhances it's desirability to the trader for food, etc.

Many people feel as I do about these matters but hesitate to write because they do not understand the value of personal views on these matters.

Respectfully yours,

/s/ Bessie E. Long

Nyssa, Ore.

Box 383

We are people who are interested in many things to the extent we make effort to obtain view points.

The first time we encountered the highway skirting the business sections of cities and towns we had to be convinced of their superior virtues, along with some others. Now we are aligned with the majority of motorists and are happy when we find them anywhere.

Nyssa over the Snake River. We hope the same mistake will not be made here that has been made at Vale. Bridges have a life expectancy measured from a mortality table compiled in future needs. Traffic will ever grow heavier and should war come on our coast the Vale bridge would be inadequate and a hazzard from location.

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Respectfully yours,

/s/ Bessie E. Long

Nyssa, Ore.

Box 383

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Respectfully yours,

/s/ Bessie E. Long

Nyssa, Ore.

Box 383

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Respectfully yours,

/s/ Bessie E. Long

Nyssa, Ore.

Box 383

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Respectfully yours.

Bessie E. Long.

Nyssa, Ore.

Bx. 383.

RECEIVED

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Respectfully yours,

/s/ Bessie E. Long

Nyssa, Ore.

Box 383

Jan., 5, 1955
Nyssa, Oregon

Oregon State Highway Com.
Salem, Oregon

Dear Sirs:

The manner in which we live due to illness takes us about the states and we are privileged to see many conditions with their pro and con features at first hand. We are people who are interested in many things to the extent we make effort to obtain view points.

The first time we encountered the highway skirting the business sections of cities and towns we had to be convinced of their superior virtues, along with some others. Now we are alined with the majority of motorists and are happy when we find them anywhere.

We believe there is to be a new bridge built at Nyssa over the Snake River. We hope the same mistake will not be made here that has been made at Vale. Bridges have a life expectancy measured from a mortality table compiled in future needs. Traffic will ever grow heavier and should war come on our coast the Vale bridge would be inadequate and a hazzard from location.

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Copy

Respectfully yours,

/s/ Bessie E. Long

Nyssa, Ore.

Box 383

RECEIVED
DEC 31 1954
FOR FILING

S-70 (3)
4622

December 30, 1954

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of December 29 concerning the project number to be assigned to the Nyssa Bridge over the Snake River.

We have no objection, of course, to the State of Idaho setting up a project number to cover their expenditures on the interstate bridge at Nyssa. The Oregon department is to prepare the plans, let the contract, and supervise the construction. In order to fit in with our accounting procedures, we should use a three-digit number in sequence with the current construction projects. Since the accounting will be done through the Oregon department, we would not be in favor of assigning the four-digit number S-3746(1) if a single number is to be effective in both of the states.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gs
cc J. W. Nash
G. S. Paxson

ASSIGNMENT

Date: Dec. 29, 1954 No. 6243 By PHB

Description: Letter 12-29-54 from B.P.R. re number for new bridge over Snake River at Nyssa (project number).

Acknowledged by____ Referred to PAXSON

__ Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
XX Prepare reply for signature of Mr. Baldock
__ Contact correspondent and report

Remarks:

Executed 12-30-54 Report Received________

COMMERCE
BLIC ROADS
EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

December 29, 1954

REFERRED TO
Paxson
[illegible] State Highway Engineer

Please prepare answer

uction of a new bridge over the
Idaho and District Engineer
as to the assignment of a number

systems used in many States, the
idge bear a single number in both
. Idaho has revised its numbering
Federal route numbers. They
have assigned No. 3746 to this route and the number of the proposed project would thus be S-3746(1).

The Division Office is going to refer the general question of numbering, in cases similar to this one, to the Washington Office. Before doing so, they have requested that we ascertain whether or not Oregon would object to using the number proposed.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Supervising Highway Design Engineer

RECEIVED
DEC 29 1954
OREGON STATE HIGHWAY COMMISSION
[illegible]

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29 1954
STATE H[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 29, 1954

REFERRED TO
Paxson
By State Highway Engineer
Please prepare answer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Regarding the proposed construction of a new bridge over the Snake River at Nyssa, the State of Idaho and District Engineer Salmen have requested information as to the assignment of a number for the project.

In view of the new numbering systems used in many States, the requirement that an interstate bridge bear a single number in both States may no longer be effective. Idaho has revised its numbering system and coordinated it with the Federal route numbers. They have assigned No. 3746 to this route and the number of the proposed project would thus be S-3746(1).

The Division Office is going to refer the general question of numbering in cases similar to this one, to the Washington Office. Before doing so, they have requested that we ascertain whether or not Oregon would object to using the number proposed.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Supervising Highway Design Engineer

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DEC 29 1954
OREGON STATE HIGHWAY COMMISSION
STATE DEPARTMENT

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STATE HI[illegible]

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S-70 (3)
4222

DAILY JOURNAL OF COMMERC
December 25, 1954

Two States Join To Build Bridge

(D. J. of C.—Dec. 25, 1954)

Nyssa—The Idaho State Highway Commission has voted to join with the Oregon State Highway Commission in construction of a new bridge over the Snake river at Nyssa to replace one which partially collapsed Dec. 4.

The Idaho board directed the highway department to earmark $350,000 for Idaho's share of the cost of the new bridge and a new approach to it. It was estimated the bridge itself will cost between $400,000 and $500,000.

R. H. Baldock, Oregon highway engineer, has suggested that bids be called as soon as plans and specifications are completed, probably next July. He recommended that a new bridge be built and the 3½-mile approach from U.S. 95 be relocated to eliminate three curves.

The bridge, on U.S. 20-26, has been reopened to traffic following construction of a temporary wooden span by Oregon highway maintenance forces.

NOTED
State Highway Engineer

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DEC 28 1954
OFFICE OF
HIGHWAY ENG

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954
LING

December 22, 1954

Mr. Leonard Hewett, President
Nyssa Chamber of Commerce
Nyssa, Oregon

Dear Mr. Hewett:

I wish to acknowledge receipt of a carbon copy of your letter of December 18, 1954, directed to the Honorable Paul Patterson, Governor of the State of Oregon, in which you commend the Governor and the Oregon State Highway Commission for the dispatch with which repairs to the Interstate Bridge on U.S. Highway 20, just east of Nyssa, were accomplished.

It will be a pleasure, I assure you, to bring your letter to the attention of the members of the Highway Commission, the State Highway Engineer, and to those whose names you especially mention.

Thanking you kindly for your expression of appreciation, I remain

Sincerely yours,

Secretary
OREGON STATE HIGHWAY COMM.

[illegible]:jmc

cc: Commissioners
R. H. Baldock
P. M. Stephenson
H. W. Hughlett

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4622.

December 22, 1954

Mr. Leonard Hewett, President
Nyssa Chamber of Commerce
Nyssa, Oregon

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Thanking you kindly for your expression of appreciation, I remain

Sincerely yours,

Secretary
OREGON STATE HIGHWAY COMM.

HDG:jmc

cc: Commissioners
R. H. Baldock
P. M. Stephenson
H. W. Hughlett

December 18, 1954

The Honorable Paul Patterson
Governor of the State of Oregon
Salem, Oregon

Dear Governor Patterson:

The Board of Directors of the Nyssa Chamber of Commerce wish to commend you and the Oregon State Highway Commission for the dispatch and speedy achievment of the repairs to the Interstate Bridge on U. S. Highway 20 at the Eastern approach to our City. This emergency, coming at a time so close to Christmas, could have been a real financial burden to the merchants of Nyssa had it not been for the prompt manner in which your officials returned this bridge to an operative condition.

It is the further wish of our group that Mr. Charles H. Reynolds, Mr. P. M. Stevenson, and Mr. Hulett be especially mentioned as it is felt that their prompt and effecient action was directly responsible for the early return of the flow of traffic so necessary to our economy.

We are enclosing a copy of the editorial clipped from our local weekly paper which has very aptly summed the attitude of our group and of the town as a whole.

Very truly yours,

Leonard Hewett
President

LH/lh
Encl.

CC State Highway Commission.

RECEIVED
DEC 21 1954
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

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DEC 22 1954
FOR FILING

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4622

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Nyssa

December 21, 1954

Mr. E. V. Miller
State Highway Engineer
Department of Highways
Boise, Idaho

Dear Mr. Miller:

In regard to the reconstruction of the Nyssa Bridge, I am returning herewith the lease and sketch which are proposed between the State of Idaho and the City of Nyssa covering the use of the City's property at the east end of the bridge. The terms of the lease appear to be adequate and satisfactory.

Our location for the new structure has not yet been completed, and we are not sure which side of the present location will be the most advantageous. If the location for the new bridge is on the upstream side of the present bridge, the use of the City's property as working room during construction would be advantageous. This can, however, be left in abeyance at this time to be settled when the new project gets underway. As soon as this location is completed and we can make a reasonably accurate estimate of the project cost, we will make up a preliminary draft of a construction agreement covering the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encls.
GSP:gm
cc G. S. Paxson

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER

E. V. MILLER
STATE HIGHWAY ENGINEER

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

17 December 1954

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

The Highway Board took official action regarding the Cooperative Agreement in the reconstruction of the Nyssa bridge, and, in doing so, they have authorized me to enter into an agreement with the Oregon Highway Department relative to this project.

They also authorized me to reconstruct one and one-half miles of the approach road on the Idaho side at the sole expense of the Idaho Department of Highways. This approach road will be on the new alignment from the bridge to the junction of U.S. 95 in Idaho.

If you will make up a preliminary draft of the construction agreement, so that we may get concurrence from the Bureau of Public Roads for Federal-aid funds, we will program our share of the bridge costs as soon as possible.

Very truly yours,

E. V. MILLER
State Highway Engineer

REFERRED TO
Mr. Williams
By State Highway Engineer

Please have agreement prepared.

RECEIVED
DEC 20 1954
OFFICE OF
STATE HIGHWAY

RECEIVED
DEC 2 1954
HIGHWAY COMMISSION

ASSIGNMENT

Date: Dec. 20, 1954 No. 3231 By RHB

Description: Letter 12-14-54 from E. V. Miller by E. H. Brunner, R/W Engineer, Idaho Dept. of Hwys., enclosing lease from City of Nyssa covering tract of land on Idaho side of bridge for storage in connection with bridge const.

Acknowledged by____ Referred to PAXSON ✓

__ Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
XX Prepare reply for signature of Mr. Baldock
__ Contact correspondent and report

Remarks:

Executed 12-21-54 Report Received__________

hi

F IDAHO

OF HIGHWAYS
BOX 879
. IDAHO

E. V. MILLER
STATE HIGHWAY ENGINEER

r 14, 1954

Nyssa Bridge

Department, following the
yssa, we negotiated with the
overing a tract of land on the
e the East span of the Bridge
equipment.

d transmitted it to the City
comments. The Lease was returned
ecember 9th, a copy of which is
with a copy of the Lease which
rictions.

Will you kindly give the proposed Lease your consideration and return it to us with your comments, or such changes as you consider necessary. We will then forward it to the City of Nyssa for execution and when executed, we will furnish you a copy.

In the meantime, the City of Nyssa has granted permission to store the bridge material on the premises.

We have a Lease executed for the small area colored in blue on the print which is enclosed and we will also furnish you a copy of that Lease.

Very truly yours,

E. V. MILLER
State Highway Engineer

E. H. Brunner
By: E. H. Brunner
Right of Way Engineer

RECEIVED
DEC 20 1954
[illegible]

RECEIVED
PAXSON 954
[illegible] COMMISSION
[illegible]

Encls.

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER

E. V. MILLER
STATE HIGHWAY ENGINEER

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

December 14, 1954

Nyssa Bridge

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

At the request of your Department, following the collapse of the Bridge at Nyssa, we negotiated with the City of Nyssa for a Lease covering a tract of land on the Idaho side on which to store the East span of the Bridge and for use of construction equipment.

We prepared a Lease and transmitted it to the City Attorney at Nyssa for his comments. The Lease was returned to us with his letter of December 9th, a copy of which is herewith enclosed, together with a copy of the Lease which includes the required restrictions.

Will you kindly give the proposed Lease your consideration and return it to us with your comments, or such changes as you consider necessary. We will then forward it to the City of Nyssa for execution and when executed, we will furnish you a copy.

In the meantime, the City of Nyssa has granted permission to store the bridge material on the premises.

We have a Lease executed for the small area colored in blue on the print which is enclosed and we will also furnish you a copy of that Lease.

Very truly yours,

E. V. MILLER
State Highway Engineer

E. H. Brunner

By: E. H. Brunner
Right of Way Engineer

Encls.

RECEIVED
DEC 20 1954
STATE HIGHWAY [illegible]

RECEIVED
[illegible]
HIGHWAY COMMISSION
[illegible] DEPARTMENT

COPY

CITY OF NYSSA
Nyssa, Oregon

December 9, 1954

State of Idaho
Department of Highways
Box 879
Boise, Idaho

Attention: Mr. E. H. Brunner

Dear Mr. Brunner:

Confirming our telephone conversation I am returning to you herewith the form of lease which was left at my office regarding the storage of the east span of the Nyssa bridge and also construction equipment of the Oregon and Idaho Highway Departments.

The City of Nyssa is agreeable to the execution of a lease to the States of Idaho and Oregon but we desire that two additional clauses be included in the lease, one to provide that the City of Nyssa shall not be liable to anyone for damages or injuries resulting from the storage of said equipment on its land and secondly that the lessees shall remove the bridge and any and all equipment upon termination of the lease.

I would suggest your legal department prepares a revised lease in the form it may desire including these clauses, after which you may submit it to me for execution.

Very truly yours,

/s/ Harold Henigson
City Attorney
Box 464
Nyssa, Oregon

HH:fld

Enc.

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DEC 21 1954
FOR FILING

S-70 (3)
4622

Nyssa

December 20, 1954

Mr. E. V. Miller
State Highway Engineer
P. O. Box 879
Boise, Idaho

Dear Mr. Miller:

Thank you very much for your complimentary letter of December 15. I will see to it that a copy is given to the men responsible for the quick action to restore traffic at the Nyssa bridge.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. Stiffler
Mr. Collier
Mr. Stephenson
Mr. De France

FORM E-1

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER

E. V. MILLER
STATE HIGHWAY ENGINEER

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

15 December 1954

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Your letter of December 9, requesting an agreement with Idaho relative to the replacement of the Snake River Bridge at Nyssa, will be presented to the Idaho Board of Highway Directors on December 15 for their consideration.

I wish at this time to commend your efficient department in the manner in which they handled a very difficult emergency.

On December 4, 1954, at approximately 6:00 A.M., an empty lumber truck caused the collapse of one span of the Interstate Bridge over the Snake River at Nyssa. On Sunday, December 12, at 4:30 P.M., traffic was resumed over a new structure built by your employees.

The fact that your highway maintenance forces built 175' of pile trestle and had it open for traffic in a little over one week is worthy of commendation, and, to say the least, the Idaho Department of Highways and the people of Idaho appreciate the efficient manner in which this emergency was handled.

Very truly yours,

E.V. Miller

E. V. MILLER
State Highway Engineer

RECEIVED
DEC 17 1954
OFFICE OF
STATE HIGHWAY ENGINEER

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IDAHO BOARD OF
HIGHWAY DIRECTORS
~~ROSCOE C. RICH - CHAIRMAN~~
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER
FOR FILING
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STATE OF IDAHO

E. V. MILLER
STATE HIGHWAY ENGINEER

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

MISC. CONTRACTS and
AGREEMENTS No. 1646

December 17, 1954

Nyssa Bridge

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Enclosed please find a duplicate executed copy of a Lease from A. F. Seward and wife granting one year permission to use a small tract of land on the Idaho side of the Nyssa Bridge for the storage of the bridge material. This is the Lease referred to in the last paragraph of our letter of December 14th.

Very truly yours,

E. V. MILLER
State Highway Engineer

E. H. Brunner
By: E. H. Brunner
Right of Way Engineer

Encl.

REFERRED TO
Ty State Highway Engineer

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DEC 22 1954

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FOR FILING
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COPY

17 December 1954

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

The Highway Board took official action regarding the Cooperative Agreement in the reconstruction of the Nyssa bridge, and, in doing so, they have authorized me to enter into an agreement with the Oregon Highway Department relative to this project.

They also authorized me to reconstruct one and one-half miles of the approach road on the Idaho side at the sole expense of the Idaho Department of Highways. This approach road will be on the new alignment from the bridge to the junction of U.S. 95 in Idaho.

If you will make up a preliminary draft of the construction agreement, so that we may get concurrence from the Bureau of Public Roads for Federal-aid funds, we will program our share of the bridge costs as soon as possible.

Very truly yours,

E. V. MILLER
State Highway Engineer

EVM/et

(Original referred to
Mr. Williams to have
agreement prepared)

18,000

FORM E-30X 37½ 8-54 78730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 17, 1954

SUBJECT:

To:

Mr. E. A. Collier
Maintenance Engineer
Salem, Oregon

Dear Mr. Collier:

Herewith a report and pictures taken by Mr. McComb regarding the Nyssa bridge, also the State Police report.

I believe Mr. McComb has covered the subject pretty well. You will note the picture particularly of the east portal which shows the mark made so recently that it was still bright. I believe by now that you have a piece of this portal showing the mark. The position can be easily identified by the weld near the right side of the clearance board which is shown on another photograph.

It is my opinion that McCarver's trailer tongue first struck the east portal where mark is shown - since the portal member sloped down and into the span the tongue was deflected downward and no particular harm resulted. This may have caused the truck to bounce which accounts for McCarver thinking that the span was "galloping". The intermediate portal bracings were approximately 3" higher than the end portals and therefore were not hit by the tongue. When McCarver left the span on the west end his trailer tongue again hit the end portal bracing and since this bracing brace also sloped down and in, the tongue was diverted up into the "V" shaped angle iron and pulled it out and over. The close up of this bent member shows clearly the scars of the tongue and the peculiar rounded imprint of the end of the tongue. The portal member pushed upward pulling the near-right hand post with it and bending and breaking it. The end post on the left or upstream side was farther away and was pulled into the roadway. It was not bent ~~hurt~~. The net result was that the first panel point east of the west end of the span fell, pulling the east end of the bridge off the abutment. Mr. McCarver's truck was released from the falling span as the portal bracing turned upside down and his truck cleared the bridge only to become hung up on the portal brace of the adjacent west span. A picture of the truck, before the tongue was cut off releasing it, was taken to Salem by Mr. DeFrance. I have delayed somewhat this report hoping I'd get another set of photographs from Idaho. Mr. DeFrance took the set I had with him. Upon receipt of another set they will be forewarded to you.

Mr. Smitton advises that he measured vertical clearances in this area about 1948. These were turned into Mr. Paxson's office at that time. A search there may reveal the exact vertical clearance of the span that fell in.

It is estimated, at present that repair cost will be $16,000. This includes the boat ferry service.

Very truly yours,

A. F. Parson
Division Engineer

AFP:gb

cc - O. G. McComb

FORM 230—30M—4-54—74396

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 16, 1954

Tues 8 PM

SUBJECT: Cause of Nyssa Bridge Collapse

To:
Mr. W. W. Stiffler
Assistant State Highway Engineer
OFFICE

Dear Sir:

The bridge fell about 6 A.M. Saturday, December 4. Mr. Stephenson, Mr. Hughlett and I left Salem at 11 A.M. and arrived at Ontario after dark so could make no inspection that evening, but did contact Highway Department men who had seen the bridge and obtained information from them, and made plans for rebuilding the bridge.

Sunday morning we proceeded to the bridge and inspection was made by the following Highway personnel - P. M. Stephenson, Bridge Engineer; A. F. Parson, Division Engineer; O. G. McComb, D.M.S.; H. W. Hughlett, State Bridge Superintendent; and myself. Mr. C. L. Varion, District Engineer for Idaho, made a careful inspection and took a number of photographs with a special flash camera. They show clear and accurate details of many parts of the damaged truss. Mr. Walter Albrethsen, Idaho Bridge Engineer, made a brief inspection also.

The bridge failure was caused by the collision of the tongue of the lumber 4 wheel trailer (being carried piggy back on the lumber truck) and the west portal brace of the damaged span #4. Although it was stated that the truck, similarly loaded, had passed across the bridge many times without striking the overhead bracing, there was definite evidence that the tongue had struck the portal on this occasion. Why the tongue rode higher this trip than previously may never be known, but there is no doubt that for some reason the end of the tongue, as it extended forward over the cab and hood of the truck, struck the lower member of the west portal a tremendous blow, leaving a clear imprint of the end of the tongue in the steel. The momentum of the truck and the rigidity of the tongue caused the portal member to bend and, as the vehicle moved forward, the tongue raised up vertically, pushing the portal brace up with it until it was high enough to permit the tongue end to free itself and come up against the east portal of the next truss. As the truck came to a stop, its rear wheels rested on the very edge of the second span with the rear trailer wheels hanging over. It was reported that the tongue of the trailer was bent, one of the two cinch chains holding the trailer in place on the truck was broken, and one axle was torn from the trailer springs by the force of the collision.

Span #3

We have single copies only, of two pictures taken by the local newspaper man, and which accompanied Officer Haynes' report of his investigation of the collapse, a short time after it occurred.

$18000

The truck could not be moved forward without unloading the trailer, and this could not be done without the trailer falling, so the tongue was cut with a torch. Mr. McComb took a picture of the tongue while being repaired in the shop Saturday. Two short sections of bent pipe were replaced with straight pipe and welded together. Mr. McComb's picture (attached) shows the two sections of bent pipe and two sections of straight pipe about to be welded in place. #15-16

#30— The force of the collision, which bent and lifted the portal brace, bent and ~~raised~~ Buckled the down stream end post and pulled the upstream end post inward, caused the span to collapse. The force of the collision and fall was sufficient to bend the down stream end post double at its junction with the lower portal brace member, and to break both upstream and downstream top chords (U1) where they joined the upper portal brace members. 30 and close up in 29

The doubling back of the downstream end post and the rotating action of the trailer tongue on the portal brace caused the portal brace to fall upside down, so that the bend placed in the member by the trailer tongue pointed towards Idaho. This was mentioned by Police Officer Haynes in his report, he having apparently failed to observe the upside down position of the portal.

Cause In removing the steel truss from the river, particular pains were taken to examine the bottom chords. They were all found intact throughout, though bent and distorted in the fall. This gives proof that the bridge failed from collapsed top chords, and the top chord failure being limited to the west end posts substantiates the conclusion that the collision with the portal brace caused the failure.

When the trailer tongue struck the portal, the front of the truck (being approximately even with the front end of the tongue) was 18'6" from the end of the span. At 18 miles per hour (from officer's report) the truck would travel 26.4 feet per second. The collision rapidly retarded the truck and, as the bridge began to fall, the rear wheels began to go down so that it was, as the truck driver indicated, a tough pull to get his truck off the falling structure. The release of the trailer tongue from the bent portal member was fortunate or the truck would surely have gone down with the collapsed truss. Had the truss started to fall before the truck reached its indicated position at the portal, it would surely have gone down with the truss, for there would not have been time then for it to reach the next truss.

That the failure of the bridge took place at the west end of the collapsed truss is further substantiated by the fact that the shoes at the east end of the truss broke off large sections of the concrete abutment as this end of the truss was pulled off its foundation by the weight of the falling truss. There was no evidence of damage to the truss at the east or Idaho end other than that resulting from the fall.

The only person we know of who might have witnessed the collapse was Roy Delaney who is employed by the Idaho Statesman to deliver papers, and who states that he entered the west or Oregon end of the bridge about the time the truck entered the east or Idaho end. With Mr. McComb, I drove to Garden City, Idaho, December 7, and interviewed Mr. Delaney. He stated that at 6A.M. it was still dark, so that all he could see was the lights of the approaching truck. As he traveled east across the bridge it appeared to him the truck was standing still and the lights not moving towards him. He then noticed the telephone wires waving and the rods on the bridge rattling so that he slowed down. He saw the driver of the truck jump out of the truck and start waving him down, and heard a loud "Plop" noise as if a large plank had hit the water, only much louder, and stopped. It was dark and the headlights of the truck were in his eyes so that he was unable to see the truss fall or anything that happened behind the truck.

Very truly yours

I. A. DeFrance
Assistant Maintenance Engineer

IAD:reb:mr
Encl.

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Very truly yours

I. A. DeFrance
Assistant Maintenance Engineer

IAD:reb:mr
Encl.

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FOR FILING

R.H. Baldock

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 14, 1954

SUBJECT:

Nyssa Bridge

NOTED
State Highway Engineer

To:

Mr. G. S. Paxson
Bridge Engineer
Office

Dear Mr. Paxson:

On December 10, 1954, I had a telephone conversation with Mr. Allan Shepard, Attorney for the Idaho Highway Department, with respect to the collapse of the Nyssa Bridge. Mr. Shepard and this office are working together closely in the exchange of information, photographs and other material with respect to a claim that may ultimately be made with respect to the destruction of this bridge, and Mr. Shepard advised me of a recent experience that they had had in a similar case in Idaho, which case has just been decided by the Idaho Supreme Court, being the case of State v. Richardson and will probably be published in the next issue of Pacific Advance Sheets.

As a result of this previous case where the State of Idaho sought to recover damages for the destruction of a bridge, they were faced with allegations and proof of contributory negligence in that the bridge was not properly maintained, that the bridge members were weak and particularly that the concrete piers and footings were rotten. It seems that the bridge collapsed in 1949, and at that time the Idaho Highway Department made no test of the bridge members, nor did they take any samples of the concrete and were, therefore, left without any adequate testimony at the time of trial to rebut these allegations of contributory negligence. In light of this experience I suggest your making a careful study and examination of the Nyssa Bridge that has been destroyed so as to be able to advise this office fully as to the facts concerning the construction and maintenance of the bridge, and that if it appears that litigation will be necessary that we have a private concern take samples of the concrete for testing and also test the strength of the bridge members so as to have this independent testimony available should the matter be raised at the time of trial, if this matter goes to trial.

I assume that an investigation has been made; I understand that Mr. Stephenson, of your Department, was on the ground soon after the bridge collapsed. It is requested that this office be furnished with whatever information you have secured, statements of witnesses, pictures, etc., so that we may work closely with the State of Idaho in the matter of making claim for damages if making of a claim is indicated.

Inasmuch as the State of Idaho is obligated to pay one-half of the cost of any new structure that is constructed to replace this old bridge, they are, of course, interested in the recovery of any damages possible and are likewise vitally interested in assisting in the collection and dissemination of information with respect to the ultimate prosecution of any claim that might be indicated. Mr. Allan Shepard advised me that should we find it necessary to have an independent laboratory take samples of the concrete for testing and also test the strength of the bridge members, that the Idaho Highway Department would be willing to share one-half of the cost for this work.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:aj
cc - R. H. Baldock
W. C. Williams
R. L. May, Jr.
Leonard Lindas

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S-720
1622

December 9, 1954

Mr. E. V. Miller
State Highway Engineer
Department of Highways
Boise, Idaho

Dear Sir:

On the morning of December 4, the easterly span of the bridge that carries US20 across the Snake River at Nyssa failed through the impact of a truck. Our investigation indicates that it is not practical to attempt the salvage and re-erection of the span which failed. As a maintenance item, we are driving a timber trestle to temporarily replace this span.

At its meeting in Portland on December 8, the Highway Commission directed that the existing bridge be replaced with a modern structure. We have made preliminary estimates, based upon such field information as is in our files, and anticipate that the cost of a new structure will be between $400,000 and $500,000 including the grading and surfacing of approaches.

The agreement between the States of Oregon and Idaho entered into on June 28, 1949, provided that the two states cooperate equally in the cost of this structure, leaving to the Oregon State Highway Commission the decision as to when the condition of the structure required that it be reconstructed. It is proposed that construction start on this project as soon as the plans and specifications can be prepared. We would appreciate advice as to your willingness to enter into this cooperative project.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gs
cc G. S. Paxson

NYSSA - the f test growing town in Eastern Oregon

The Ny Chamber of Commerce

LEONARD HEWETT, PRESIDENT
EMIL A. STUNZ, VICE PRESIDENT
PAUL PENROD, SECRETARY
CLIFFORD F. MINK - THOS. G. JONES - ROBERT WILSON, DIRECTORS
Nyssa, Oregon

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4322

December 7, 1954

R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock,

The Nyssa Chamber of Commerce and the Nyssa Business Men's Association held a special meeting today in regards to the Snake River bridge situation.

They were unanimous in their commendation of the Oregon State Highway Department and Mr. Stevenson of your department, for the excellent way in which you are expediting the rapid completion of a temporary bridge to replace the collapsed span of the Snake River bridge at the edge of our town.

Sincerely,

Leonard H. Hewett
President

REFERRED TO
By State Highway Engineer

Copies made 12-10-54

"Where Oregon Begins"
Nyssa is located in the geographical center of both the Owyhee and Black Canyon Irrigation Projects, comprising a total of 175,000 acres of the most fertile soil in the United States

FORM E-90 25M 9-51 83319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 6, 1954

SUBJECT: Nyssa Bridge 1911 - $33,000
675'

To:

Mr. [illegible] Stiffler
Assistant State Highway Engineer

Office

Dear Sir:

Mr. DeFrance called at 2:30 P.M., our time, 3:30 P.M. Nyssa time, December 6th. The crews are removing steel, setting up driver and feel they are on schedule to finish the bridge by Friday night. Will start driving at 8:00 A.M. Tuesday morning.

The driver of the truck claims the span started to fall before he reached the west end of the first span, so truck tongue stuck up farther than normal and caught on west portal of the first span. The mark made by the tongue is clear in this member. It has been cut out and is being saved for evidence.

Mr. De France can see no mark on the east portal of the first span but Mr. Parson claims he saw a bright spot on it.

Mr. De France plans to hunt up a witness in Idaho who was driving east on the west part of the bridge when it went down. He hopes to get a statement from him. Mr. De France could see no marks on any sway bracing. He and Steve and Mr. Hughlett looked carefully. He has a picture taken by a newspaper showing the truck before the steel tongue was cut off.

He will be at Frost Motel tonight. 2800 A.D.T.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:ab

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DEC 10 1954
FOR FILING

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December 6, 1954

Oregon State Highway Commission

Re: Nyssa Bridge over Snake River

Gentlemen:

Early in the morning of Saturday, December 4, the easterly span of the Snake River Bridge at Nyssa failed. The Nyssa Bridge over the Snake River consists of four 1[illegible]'-9" steel truss spans. The structure was built by Malheur County prior to the time the State took over this road. Our best information is that it was built in 1911 and taken over by the State in 1930.

The span failed while or immediately after the passage of an empty truck on which was loaded a trailer with the tongue of the trailer projecting above the cab of the truck. While the structure is not as heavy as our modern highway design would call for, it was heavy enough to adequately take care of any legal load on the highway assuming that it was not otherwise damaged. The structure has been carrying these legal loads for many years, and the fact that it failed under an empty truck would indicate that causes other than overload occasioned the failure.

We do not have complete reports from the field, as yet, but it is the opinion of the Division Engineer and the Assistant Bridge Engineer that the failure was caused by the tongue of the truck striking the portal bracing on the east end of this east span which would pull the top chords together throwing them out of line so that failure would occur. The structure has a 19'-1" horizontal clearance and a minimum vertical clearance of 13'0 3/[illegible]. The upper bracing several times in the past has been damaged by high loads, necessitating repair work.

We have made a rough preliminary estimate of the cost of a new structure at this point. It is estimated that the net cost of the bridge itself would be $400,000. A new structure, if built, should be located immediately downstream from the existing bridge so as to effect an improvement in alignment. Grading and surfacing of the approaches might run to $100,000, making a total net cost of the project of $500,000.

Under our agreement with the State of Idaho covering the four bridges on the Snake River, we participated in the construction cost of the bridges at Payette and at Weiser and turned the structures over to Idaho for maintenance. The agreement further provided that, if or when it became necessary for the bridges at Nyssa and Ontario to be replaced, the State of Idaho would likewise participate in the construction costs and the State of Oregon would maintain the structures.

Preliminary investigation indicates that the steel span which failed is so badly damaged that very little salvage could be obtained from it. It would, of course, be possible to replace only this one span with a roadway width equal to that of the other spans of the structure. It would cost approximately $30,000 to make this replacement.

In view of the condition of the present structure with its limited vertical and horizontal clearances and relatively light design, it is recommended that, rather than attempt to replace the span which failed, an entirely new structure be built and that the State of Idaho be requested to participate in the cost in accordance with the terms of our agreement with them.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm

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THE ONTARIO ARGUS-OBSERVER

Being Rapidly Repaired

NYSSA — Within minutes after the Snake river bridge at Nyssa collapsed about 6 a.m. Saturday Nyssa business men met and made arrangements for ferry service across the river.

The ferry was in operation by 10:30 a.m.

Wayne Chestnut, Nyssa Businessmen's Association president, said that fast action had to be taken, first, to insure transportation for more than 50 persons who lived in Idaho but had their jobs in Nyssa.

The second consideration was to restore as much normal interstate trade as possible.

Chestnut said that the response from the Oregon and Idaho state highway departments was heartening. Before noon Saturday highway personnel from Salem and La Grande were on their way to Nyssa to inspect the damage and to make preparations to put a temporary span across the river.

R. H. Baldock, Oregon state highway engineer, told the Argus-Observer by telephone this morning, Monday, that he hoped to have the temporary span on the Nyssa Snake river bridge in service by the end of the week.

Baldock said that he would take up the matter of a new bridge with the state highway commission when its meets tomorrow.

He said that the date of when a new bridge would be built would depend upon whether the highway commissions of Idaho and Oregon had the money to build the bridge.

Baldock said it was his opinion that a new bridge should be built as soon as possible.

Driver Escapes

A 100-foot span of the bridge collapsed under the weight of an empty lumber truck about 6 a.m. Saturday. William McCarver, Ontario, was the driver of the truck belonging to Don Weilmunster, Ontario. He was returning with the empty truck from Reno, Nevada.

McCarver said that he noticed the bridge was shaking and vibrating but he hadn't thought much about it because the bridge had always been noisy.

But when he saw the railings come up beside him he knew something was wrong.

McCarver's truck moved off the falling span fast enough to keep from going down with it. The tongue of the trailer caught on the superstructure of the bridge and prevented the truck from rolling backward. He drove it out under its own power.

McCarver hailed down an oncoming car from the Oregon side and had him halt traffic.

An unidentified man who was in the river in a boat pulled to shore on the Idaho side and stood guard against anyone driving into the collapsed bridge section which had fallen to water level about 15 feet down.

New Bridge

Wayne Chestnut said that the Nyssa Chamber of Commerce and the Nyssa Businessmen's club with help from the Amalgamated Sugar company agreed to finance the expense of free ferry service across the river.

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New Bridge

Wayne Chestnut said that the Nyssa Chamber of Commerce and the Nyssa Businessmen's club with help from the Amalgamated Sugar company agreed to finance the expense of free ferry service across the river.

They also provided free taxi service from the bridge to town or the sugar factory.

Oregon state highway engineers had material arriving at the bridge Sunday to make a temporary span. If everything progressed without difficulty they expect to have a temporary span open for traffic by Friday.

Chestnut said that the highway engineers told the group of Nyssa businessmen that it had already been decided that there would be a new bridge constructed across the river. They said its construction would probably start sometime in the spring.

The present bridge was built about 35 years ago as a joint project of Malheur and Canyon county. It was later turned over to the state highway department which had assumed responsibility for its maintenance.

Interstate motor traffic was diverted through Adrian and at Ontario where other bridges cross the Snake river.

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CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

W. P. MARSHALL, PRESIDENT

FX-1201

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

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O.SOA035 NL PD=SAN LUIS OBISPO CALIF 5=
R H BALDOCK=
STATE HIGHWAY ENGR SALEM ORG=

IF TEMPORARY BRIDGE REQUIRED ACROSS SNAKE AT NYSSA ADVISE. OUR STOCKS COMPLETE AND READY=

BAILEY BRIDGE EQPT CO C F HAMLIN=..!

NOTED
State Highway Engineer

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

ODEFFFEX THIS IS THE ORE ST POL SAL ORE 38 GA

THIS IS ORE ST POL BAKER DECEMBER 4 1954 955 AM

ABOUT 6 AM THIS MORNING THE HIGHWAY BRIDGE ON HIGHWAY 20 OVER THE SNAKE RIVER AT THE EAST CITY LIMITS OF NYSSA WAS CLOSED TO TRAFFIC DUE TO ONE SECTION OF AT LEAST 100 FEET BUCKLING AND FALLING INTO THE SNAKE RIVER.

R THIS OCCURRED WHEN A LUMBER TRUCK HAULING ONLY THE SEMI TRAILER MOUNTED ON THE CHASSIS OF THE TRUCK WITH A COKBUINED WEIGHT OF 25340 POUNDS STARTED ONTO THE EAST END OF THE BRIDGE FROM IDAHO. THE DRIVER STATED THAT THE SECTION STARTED BUCKLING AND FELL INTO THE SNAKE RIVER. THE TRUCK HAD GAINED THE NEXT SECTION AND DID NOT GO INTO THE RIVER.

THE TRUCK IS A KENWORTH OWNED BY DON WEILMUNSTER OF ONTARIO AND WAS DRIVEN BY WILLIAM MC CARVER, ROUTE 2, BOX 443E, ONTARIO.

MR PARSON, DIVISION ENGINEER, LAGRANDE, HAS BEEN NOTIFIED AND HE HAS NOTIFIED MR COLLIER.

SERGEANT HAYNES IS TAKING APPROPRIATE PICTURES AND STATEMENTS.

MR PARSON IS ATTENDIN TO APPROPRIATE SIGNS AT IMPORTANT JUNCTIONS.

DUNN

END

RECD OK LMB

END

NOTED
W. C. WILLIAMS

cc - W C Williams

RECEIVED
DEC 4 1954
DEPARTMENT OF
STATE POLICE
SALEM, OREGON

FORM E-30 25M 9-51 523[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December [illegible], 1954

SUBJECT:

To:

Memorandum to file

On this date I received a call from Mr. Allen G. Shephard, Assistant Attorney General for Idaho, whose address is State Highway Department, 6th and Main, Boise, Idaho. Mr. Shephard advised that earlier in the morning the bridge across the Snake River at Nyssa had collapsed when a lumber truck was proceeding over the same. Mr. Shephard stated that he was unable to find in his records definite information with respect to the ownership of the bridge, although his records disclosed that the obligation of maintenance was upon the Oregon State Highway Commission. Mr. Shephard felt that we should be advised of the occurrence at the earliest possible time so that proper action could be taken to accumulate the facts relative to the matter. Mr. Shephard also requested that we furnish him with information relative to the ownership of the bridge. Following this telephone call I contacted Mr. E. A. Collier, Maintenance Engineer, and learned that he had been advised of the incident approximately one hour earlier and that Highway Department personnel were on their way to the scene of the incident.

I then contacted the State Police in Ontario and requested that complete pictures of the bridge, the scene of the accident, and the vehicle involved be taken. I was advised by the State Police that the lumber truck was still available and that pictures of the same had been taken by a local commercial photographer. A Sergeant of the State Police has evidently taken complete pictures of the bridge itself, and the photographer will make available to the State Police pictures of the truck. The truck evidently is not badly damaged.

The cause of the collapse of the bridge is not known at this time. The truck was empty and apparently did not collide with any part of the bridge. Information available indicates that the bridge began collapsing while the truck was on the same, and that a falling or buckling part of the bridge struck the truck as it left the bridge.

Traffic is being properly detoured and there seems to be little that this office can do other than accumulate the information requested by Mr. Shephard and be prepared to make or resist any claim that might arise out of this occurrence.

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh

P. S. Since dictating the above Mr. E. A. Collier called and advised that he had been informed that the truck involved in the above accident was a logging truck carrying its pole trailer with the tongue extending upwards in its usual manner. Information indicates that the tongue of the truck struck several cross-braces of the bridge, and in fact caused the collapse of the bridge. Complete pictures are being obtained and information gathered, and it will no doubt be necessary for a claim to be presented by either this office or the Idaho State Highway Department, depending upon ownership of the bridge.

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
cc - W. W. Stiffler
E. A. Collier
Owen McAdams

COPY

Form 8—[illegible]

VEHICLE ACCIDENT REPORT

OREGON STATE POLICE

☐ Fatal ☐ Non-fatal

Date December 4, 1954

County Malheur

Location Snake River Bridge, Idaho side, Hgwy. Rt. 20, Nyssay, Oregon Date 12-4-54 Time 6:00 AM MST

Vehicle No. 1—

Kenworth (Make) Truck (Type) T12-4941 (License) West (Direction of Travel) about 18 (Stated Speed)

WILLIAM MCCARVER Rt. 2 - Box 443E, Ontario (Name and Address of Operator) (Age) 284906 (Operators License)

DON WEILMUNSTER, Box 91, Ontario, phone 327J (Name and Address of Owner)

Vehicle No. 2—

None (Make) (Type) (License) (Direction of Travel) (Stated Speed)

(Name and Address of Operator) (Age) (Operators License)

(Name and Address of Owner)

Vehicle No. 3—

(Make) (Type) (License) (Direction of Travel) (Stated Speed)

(Name and Address of Operator) (Age) (Operators License)

(Name and Address of Owner)

Pedestrian (Name and Address) (Age)

Passengers (Name and Address) (In Vehicle) (Age)

[illegible] picture shows the Snake river bridge at Nyssa Saturday morning after it collapsed from the [illegible] an empty lumber truck. The picture was taken from the Idaho side. The driver, William [illegible] Ontario, was not injured. The lower picture was taken on the bridge from the Oregon side. [illegible] got an emergency ferry service in operation within hours. Crews were working [illegible] the fallen span out of the way and build a new temporary span. The bridge is expected [illegible] traffic by the end of the week.

C

WITNESSES

None located to date. Officer Wilson, Nyssa City Police talked to a possible
Name and Address
witness who reported the accident to him, but has not yet advised us as to this subject's identity.

NARRATIVE

Writer received call about 6:15 A.M. date from Officer Wilson of Nyssa City Police that a logging truck (later determined to be a lumber truck) had been crossing the bridge at Nyssa and the bridge had fell in. Arriving at scene writer found that truck had been moved to Nyssa, after the trailer tongue was cut with a welding torch to free the truck from an overhead cross-beam. This was on an undamaged span. The truck was empty but a full trailer with lumber rolls was loaded on the truck. Total PUC light weight of truck and trailer was 25,340, the truck weighing 17,360 and the trailer 7,980. At the Croghan Welding Shop in Ontario the tongue was removed and realined as straight as possible. It measured 11'1" from the tongue tip over the radiator to the ground. The owner stated that the tongue was usually figured at 11'6" and that the truck, so loaded with the trailer had been driven into this same welding shop on many occasions. The door is 12' high. The clearance on the bridge is 13'6". The spans on the bridge are 170', and there are four of them, the damaged span is next to the Idaho shore. Pavement wet, raining, darkness.

STATEMENTS

See attached statement of William McCarver.

Don Weilmunster, owner, stated that he could walk between the truck and the north railing before the truck was moved from the bridge. He stated also that this truck equipped as at present, and loaded as at present with the trailer, had crossed this bridge on many occasions.

NARRATIVE:

Observation of the scene disclosed that the Western most overhead cross-beam was bent near the middle, but towards the Idaho shore, not in the direction the truck was traveling. The tongue of the trailer is made of 3" hollow pipe and is the V type, reinforced with diagonal flat strips, it is 12'8" long and was bent at a point 10'7" back from the tow ring.

ACTION TAKEN

Notified Fred Hussey, Highway Maintenance, Ontario. Notified Idaho authorities for a barricade on the Idaho side. Took measurements and pictures of truck and bridge. Interviewed McCarver (see statement)

Indicate before name:
(I)—Injured
(K)—Killed

Attach
Diagram

/s/ RUSSELL L. HAYNES, Sergeant
OFFICER

State Printing Dept. 51736

[illegible] way and build a new temporary span. The bridge is expected to be open for traffic by the end of the week.

COPY

Statement of William McCarver, Rt. 2 - Box 443E, Ontario. This statement given voluntarily to Sergeant Russell L. Haynes, Oregon State Police at 10:55 AM MST at the State Police Office in Ontario.

I am employed by Don Weilmunster of Ontario, and was operating his L/W Truck, Oregon T124941, with a Utility Trailer T124940. This is a lumber truck with lumber rolls on the truck and trailer. The truck was empty except for the trailer being carried. I was returning from Reno to Ontario.

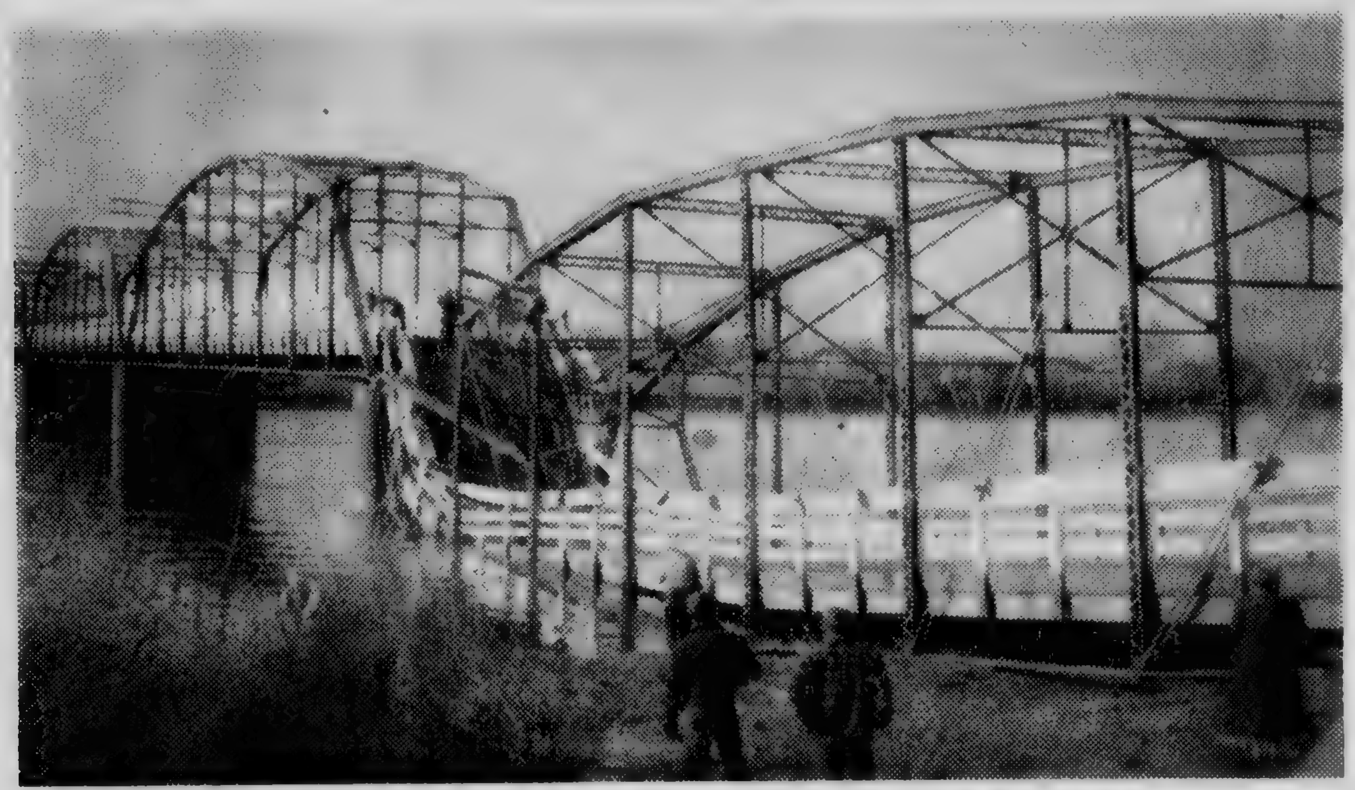
About 6:00 A.M. MST I entered the bridge at Nyssa on Highway route 20 from the Idaho side. I was a little over half way across the first span when I noticed the white metal guard railing on my left ripping and headed down. I then heard a noise and kept on going, thr truck started pulling and the radiator started coming up. I kept on going until the truck came to a halt. I put on the brakes, set the handbrake and then jumped out and waved down an oncoming pickup from Nyssa to keep it from driving over into the broken section of the bridge, which was down near the water. After I got out of the truck and stopped the pickup I looked around and discovered that the metal tongue of the trailer had caught on the top of the bridge as the front of my truck went up, and the tongue was bent up just back of the truck cab, sticking up in the air. The tongue was later cut off with a welding torch to get the truck out. The trailer was not lost off the truck. It remained in place but the rear springs were torn loose. The rear trailer axle does not touch the ground when being carried. The trailer tongue is about 11'6" from the ground when it is being carried on the truck. I have on several occasions driven this truck, with the trailer so loaded, through the 12 foot door at the Croghan welding shop, hgwy. 30 north, Ontario. My truck came to a stop with the rear drivers just above the first concrete pier from the Idaho side, they were just on the undamaged part of the bridge.

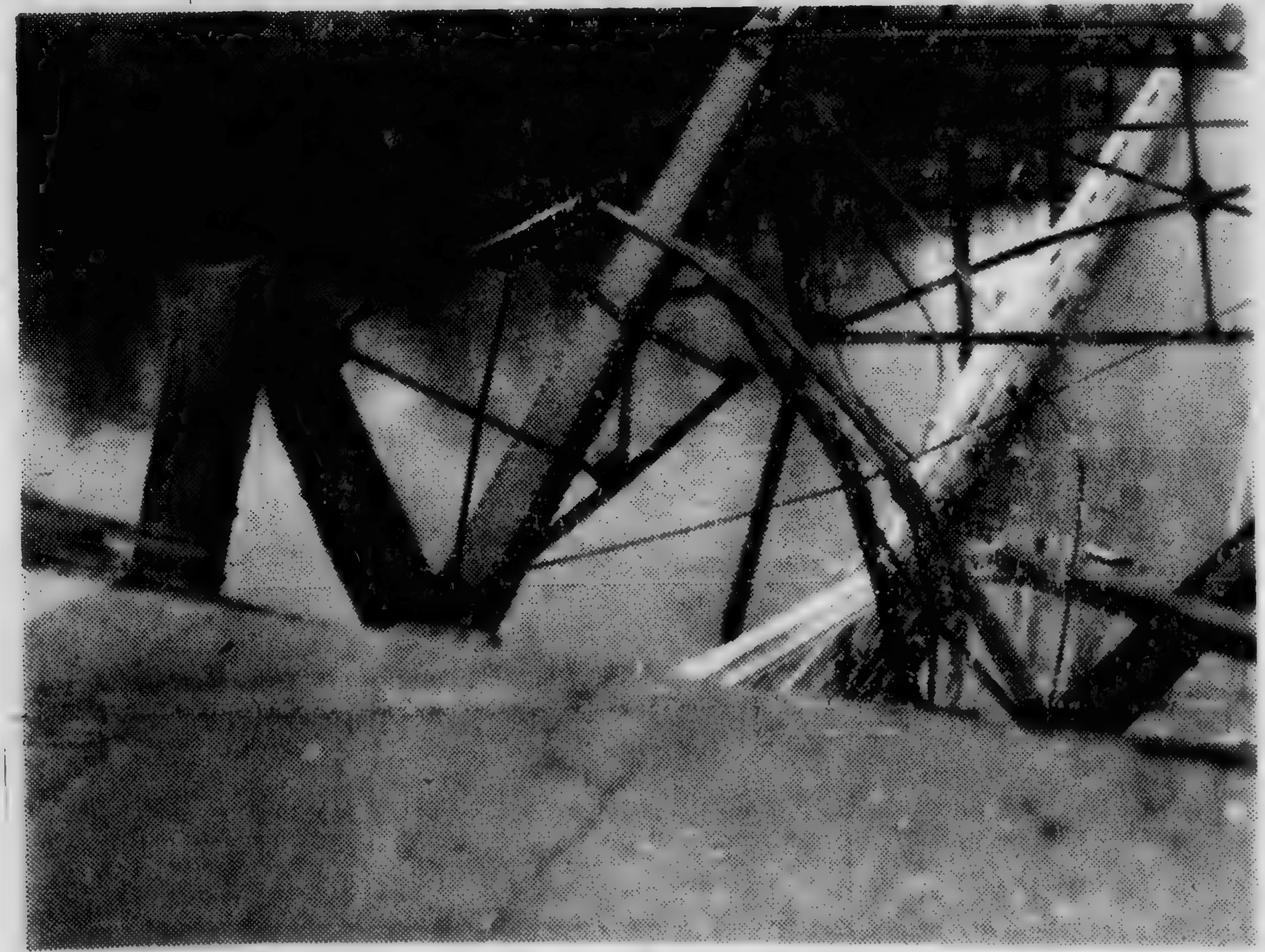
/s/ WILLIAM MCCARVER

Witnessed:

/s/ RUSSELL HAYNES

The top picture shows the Snake river bridge at Nyssa Saturday morning after it collapsed from the weight of an empty lumber truck. The picture was taken from the Idaho side. The driver, William McCarver, Ontario, was not injured. The lower picture was taken on the bridge from the Oregon side. Nyssa businessmen got an emergency ferry service in operation within hours. Crews were working today to move the fallen span out of the way and build a new temporary span. The bridge is expected to be open for traffic by the end of the week.





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Oregon Journal MONDAY, DECEMBER 6, 1954

Nyssa Ferry Replaces Buckled Snake Bridge

Merchants Operate Emergency Service

NYSSA, Dec. 5.—Nyssa merchants Sunday were operating a free emergency ferry service across the Snake river here after the collapse Saturday of the heavily-traveled interstate bridge linking Oregon and Idaho.

The 10-passenger boat carried 300 passengers Saturday afternoon and evening. It is expected it will carry up to 600 persons a day while being operated 18 hours a day until a temporary span is opened, possibly Friday.

FREE TAXIS shuttle from the river bank and downtown Nyssa.

Oregon and Idaho highway officials promised Sunday at an emergency meeting of the Nyssa Chamber of Commerce that a temporary span to replace the one section of the four-section bridge which sagged into the river would be ready for use by Friday.

AN ENTIRELY new bridge will be built next spring, the officials said. They did not elaborate on the plans, however.

The highway officials discarded a suggestion advanced Saturday night that an army pontoon bridge be thrown across the river as a temporary measure.

Approximately 50 employes of the Amalgamated Sugar company plant in Nyssa who live on the Idaho side of the river are riding to and from work on the ferry. The ferry runs from 7:30 a. m. until 1:30 a. m. so that it will serve employes on all three shifts at the huge sugar factory.

The 170-foot bridge carried traffic between the two states on U. S. highways 20 and 26.

THROUGH traffic was being detoured north Sunday to the interstate bridge between Ontario and Payette, Ida.

The section of the bridge on the Idaho side collapsed Saturday just after a truck passed over it. The truck and its driver got to safety as the span buckled.

Oregon and Idaho highway department crews Sunday tackled the job of removing the wreckage. A piledriver was sent Sunday from Salem to help with the task.

A. F. Parsons, La Grande, division engineer, and H. W. Hughlett, Salem, bridge superintendent, headed a task force of four Oregon highway officials. Two Idaho highway officials joined them at the Nyssa chamber meeting.

* *

The Idaho Sunday Statesman

Boise, Idaho, Sunday Morning, December 5, 1954

Nyssa Bridge Collapses Under Truck

NYSSA, Ore. (Special)—Traffic between Idaho and Oregon at Nyssa was halted for an indefinite period Saturday when a section of the Nyssa bridge crossing the Snake river collapsed under the weight of an empty truck and trailer.

The Oregon state police office at Ontario said the section of the span from the Idaho abutment to the first pier "fell in" as the truck and trailer driven by William McCarver of Ontario crossed the bridge about 6 o'clock Saturday morning.

The rear axle of the trailer was torn loose when the trailer fell into the broken section. The truck managed to pull out and continued across the bridge, the state police said.

Engineers from the Oregon Highway department offices at Salem and La Grande arrived on the scene to assess the damage but were not able to say immediately when the bridge would be put back into operation again.

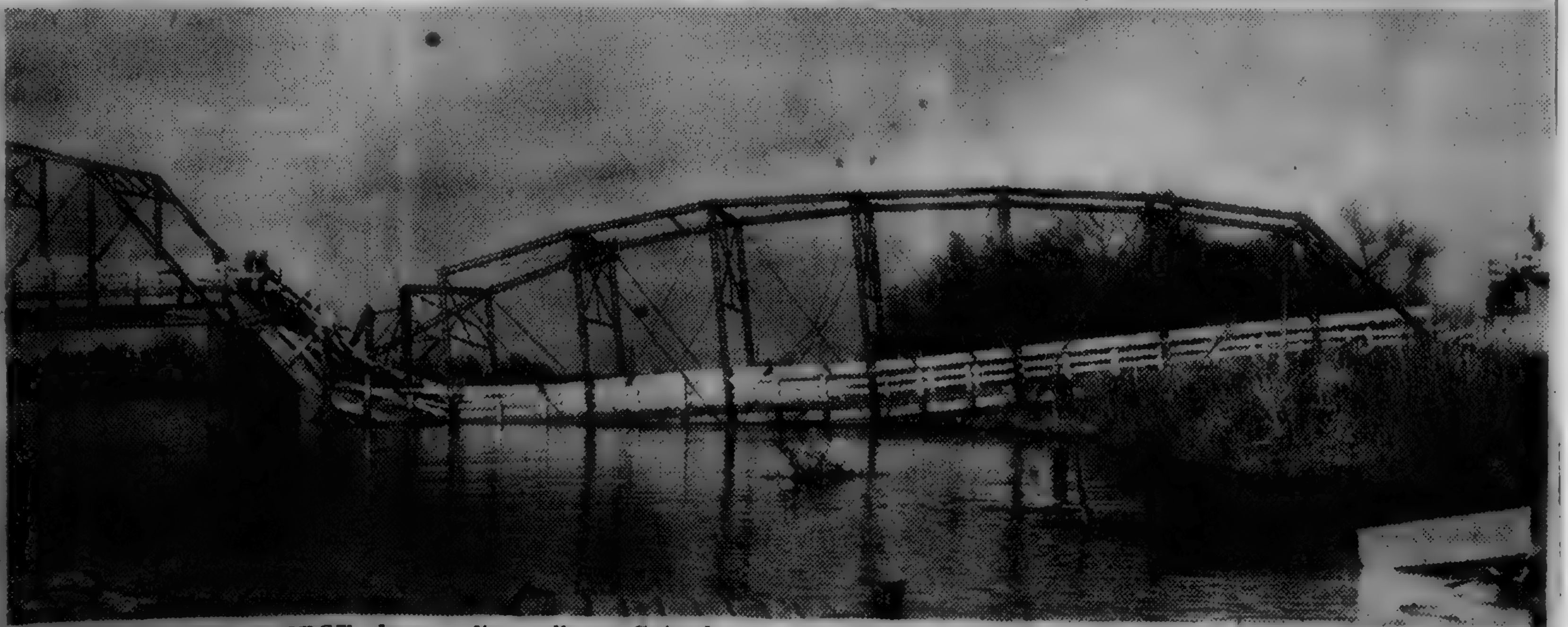
The Nyssa Chamber of Commerce announced that it would operate an inboard motor boat across the river from 7 a.m. to 7 p.m., daily until the bridge is repaired. The sugar factory at Nyssa will operate the boat from 11 p.m. to 1 a.m., daily to handle a shift change. Many of the factory's employes live in Idaho.

Oregon maintains the entire Nyssa bridge under agreement with Idaho, the state police said.

The Idaho Highway department quickly placed signs on the Idaho side to inform the traveling public that the bridge was out. Signs also were placed on the Oregon side.

In a statement to reporters, McCarver said "it was lucky I wasn't loaded with lumber because I would have been in the river." He was returning to Ontario from Reno, where he had delivered a load of lumber.

He said "the bridge just fell in behind me," adding that "the front end of the truck went up into the air and I didn't realize at first what was happening. I just kept going."



OREGON-IDAHO BRIDGE shown after collapse Saturday. Truck driver Bill McCarver, Ontario, Ore., narrowly escaped death when the overhead gave way just as his vehicle reached the Oregon side. The superstructure caught the tip of his trailer, keeping the rig from rolling back into the river. See story page 12.

59th Year, 19th Issue THE ONTARIO ARGUS-OBSERVER, ONTARIO, OREGON

MONDAY, DECEMBER 6, 1954 Published Monday And Thursday

Ferry Service Set Up Across Snake at Nyssa

Collapsed Bridge Being Rapidly Repaired

NYSSA — Within minutes after the Snake river bridge at Nyssa collapsed about 6 a.m. Saturday Nyssa business men met and made arrangements for ferry service across the river.

The ferry was in operation by 10:30 a.m.

Wayne Chestnut, Nyssa Businessmen's Association president, said that fast action had to be taken, first, to insure transportation for more than 50 persons who lived in Idaho but had their jobs in Nyssa.

The second consideration was to restore as much normal interstate trade as possible.

Chestnut said that the response from the Oregon and Idaho state highway departments was heartening. Before noon Saturday highway personnel from Salem and La Grande were on their way to Nyssa to inspect the damage and to make preparations to put a temporary span across the river.

Driver Escapes

A 100-foot span of the bridge collapsed under the weight of an empty lumber truck about 6 a.m. Saturday. William McCarver, Ontario, was the driver of the truck belonging to Don Weilmunster, Ontario. He was returning with the empty truck from Reno, Nevada.

McCarver said that he noticed the bridge was shaking and vibrating but he hadn't thought much about it because the bridge had always been noisy.

But when he saw the railings come up beside him he knew something was wrong.

McCarver's truck moved off the falling span fast enough to keep from going down with it. The tongue of the trailer caught on the superstructure of the bridge and prevented the truck from rolling backward. He drove it out under its own power.

McCarver hailed down an oncoming car from the Oregon side and had him halt traffic.

An unidentified man who was in the river in a boat pulled to shore on the Idaho side and stood guard against anyone driving into the collapsed bridge section which had fallen to water level about 15 feet down.

New Bridge

Wayne Chestnut said that the Nyssa Chamber of Commerce and the Nyssa Businessmen's club with help from the Amalgamated Sugar company agreed to finance the expense of free ferry service across the river.

They also provided free taxi service from the bridge to town or the sugar factory.

Oregon state highway engineers had material arriving at the bridge Sunday to make a temporary span. If everything progressed without difficulty they expect to have a temporary span open for traffic by Friday.

Chestnut said that the highway engineers told the group of Nyssa businessmen that it had already been decided that there would be a new bridge constructed across the river. They said its construction would probably start sometime in the spring.

The present bridge was built about 35 years ago as a joint project of Malheur and Canyon county. It was later turned over to the state highway department which had assumed responsibility for its maintenance.

Interstate motor traffic was diverted through Adrian and at Ontario where other bridges cross the Snake river.

R. H. Baldock, Oregon state highway engineer, told the Argus-Observer by telephone this morning, Monday, that he hoped to have the temporary span on the Nyssa Snake river bridge in service by the end of the week.

Baldock said that he would take up the matter of a new bridge with the state highway commission when its meets tomorrow.

He said that the date of when a new bridge would be built would depend upon whether the highway commissions of Idaho and Oregon had the money to build the bridge.

Baldock said it was his opinion that a new bridge should be built as soon as possible.

Driver May Avoid Bridges in Future

NYSSA — Tony Furrer of Payette is becoming suspicious of bridges.

He was approaching the Nyssa bridge when it collapsed Saturday morning, and his truck was the last one to cross the Owyhee bridge just before it went out, two and one-half years ago.

"I'm getting a little leery of these bridges," he said today.

Furrer who drives a milk truck out of Payette was about 200 feet behind McCarver's truck when it went on the bridge.

THE ONTARIO ARGUS-OBSERVER
Published Each Monday and Thursday at Ontario, Oregon by Don Lynch
Entered as second class matter at the Post Office at Ontario, Oregon
PHONE 10

59th Year, 19th Issue THE ONTARIO ARGUS-OBSERVER, ONTARIO, OREGON

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PHONE 30

6* Oregon Journal
WED., DEC. 8, 1954

Bridge Collapse Laid to Truss

BOISE, Dec. 7.-(U.P.)-Walter Albrethsen, bridge engineer with the Idaho highway department, said today it was apparent that a supporting truss span on the Nyssa bridge had been struck and weakened by some vehicle before the structure collapsed last Saturday.

A 100-foot section of the steel bridge gave way under the weight of an empty logging truck.

Dallas, Oregon
[illegible]
December [illegible], 1954.

Oregon State Highway Department
Salem, Oregon.

Attention Mr. [illegible]:

Dear Sirs:-

In connection with [illegible] bridge [illegible] River I observe you have some material [illegible] should be salvaged. In conversation with your Mr. [illegible] for permission [illegible] this material [illegible] of clearing [illegible] debris.

If this is agreeable [illegible] authority to refer to the man in charge [illegible] the bridge [illegible] the premises. This includes [illegible] lumber [illegible] for all the salvaged steel.

[illegible] with your approval and have the time and equipment to complete [illegible].

Thank you for an early reply,

Yours truly,

Steve Lucich

RECEIVED
DEC 13 1954
OREGON
STATE HIGHWAY COMMISSION

[illegible]

VEHICLE ACCIDENT REPORT

☐ Fatal ☒ Non-fatal OREGON STATE POLICE

County Malheur Date 4 Dec 54

Location Snake River Bridge, [illegible] Route 20, Nyssa, Oregon Time PST 6:00 AM

Vehicle No. 1

Kenworth	Truck	[illegible]-341	West	About 10
Make	Type	License	Direction of Travel	Stated Speed

William McCarver [illegible] [illegible]

Operator's license

Don Wellmanster, [illegible]

Name and address of owner

Vehicle No. 2—

None				
Make	Type	License	Direction of Travel	Stated Speed

Operator's license

Name and address of owner

Pedestrian none

Passengers none

Witnesses none located to date. Officer Wilson, Nyssa city police talked to a possible witness who reported the accident to him, but has not yet advised us as to this subject's identity.

[illegible]

Writer received call at [illegible] p.m. [illegible] of [illegible] City police that a [illegible] (truck) had been crossing the bridge at [illegible] fell in. Arriving at scene writer found that truck had been moved to [illegible], after the trailer tongue was cut with a welding torch to free the truck from an overhead cross-beam. This was on an undamaged span. The truck was empty but a full trailer with lumber rolls was loaded on the truck. [illegible] weight of truck and trailer was 25,740, the truck [illegible] and the trailer 7,980. At the [illegible]

[illegible]

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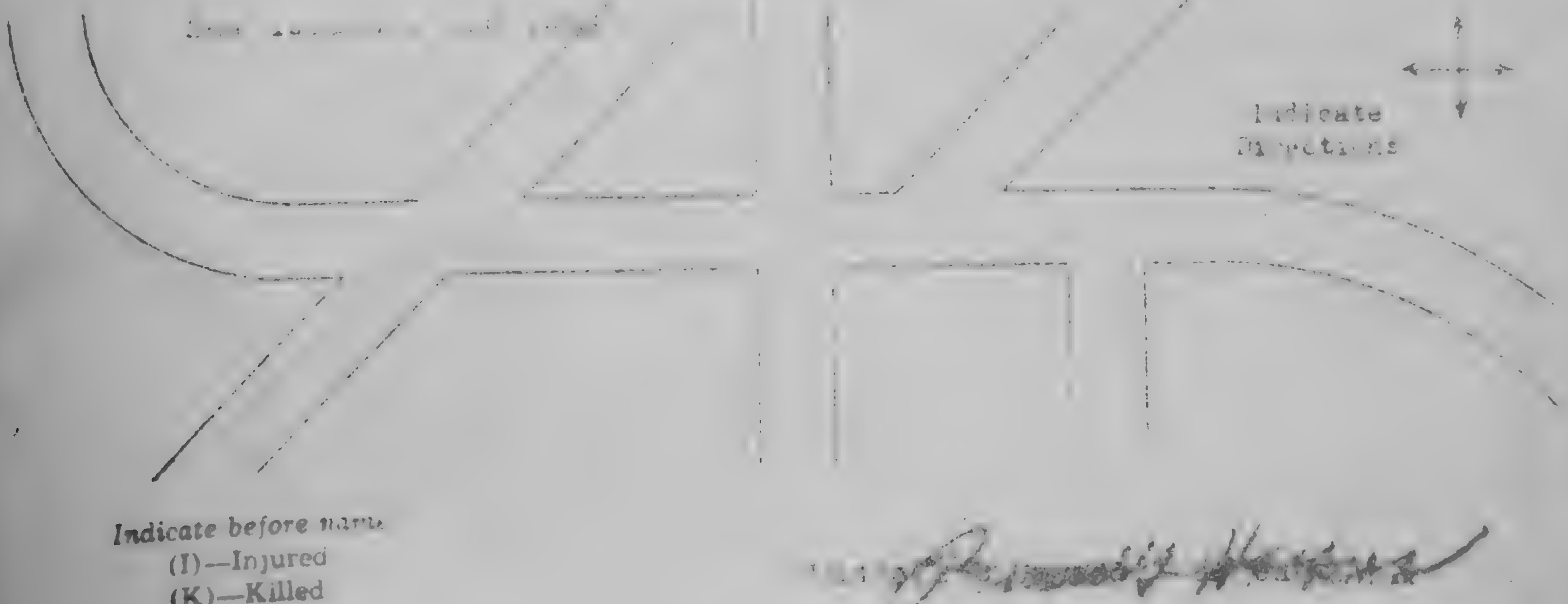
[illegible]

See attached statement of [illegible]

[illegible]lmenster, [illegible] between the truck and the north railing [illegible] He stated also that this truck [illegible] with the trailer, had crossed this bridge on many occasions.

Narrative:
Observation [illegible] cross-beam was [illegible], not in the direction the truck [illegible] of 3" hollow pipe and is the V type, [illegible] strips, It is ~~12XX~~ 12'3" long [illegible] 13'7" back from the tow ring.
Testified [illegible] also [illegible] statements and measurements [illegible] pictures [illegible])

[illegible]



Indicate before name
(I)—Injured
(K)—Killed

TIME

OFFICER'S REPORT

OREGON STATE POLICE

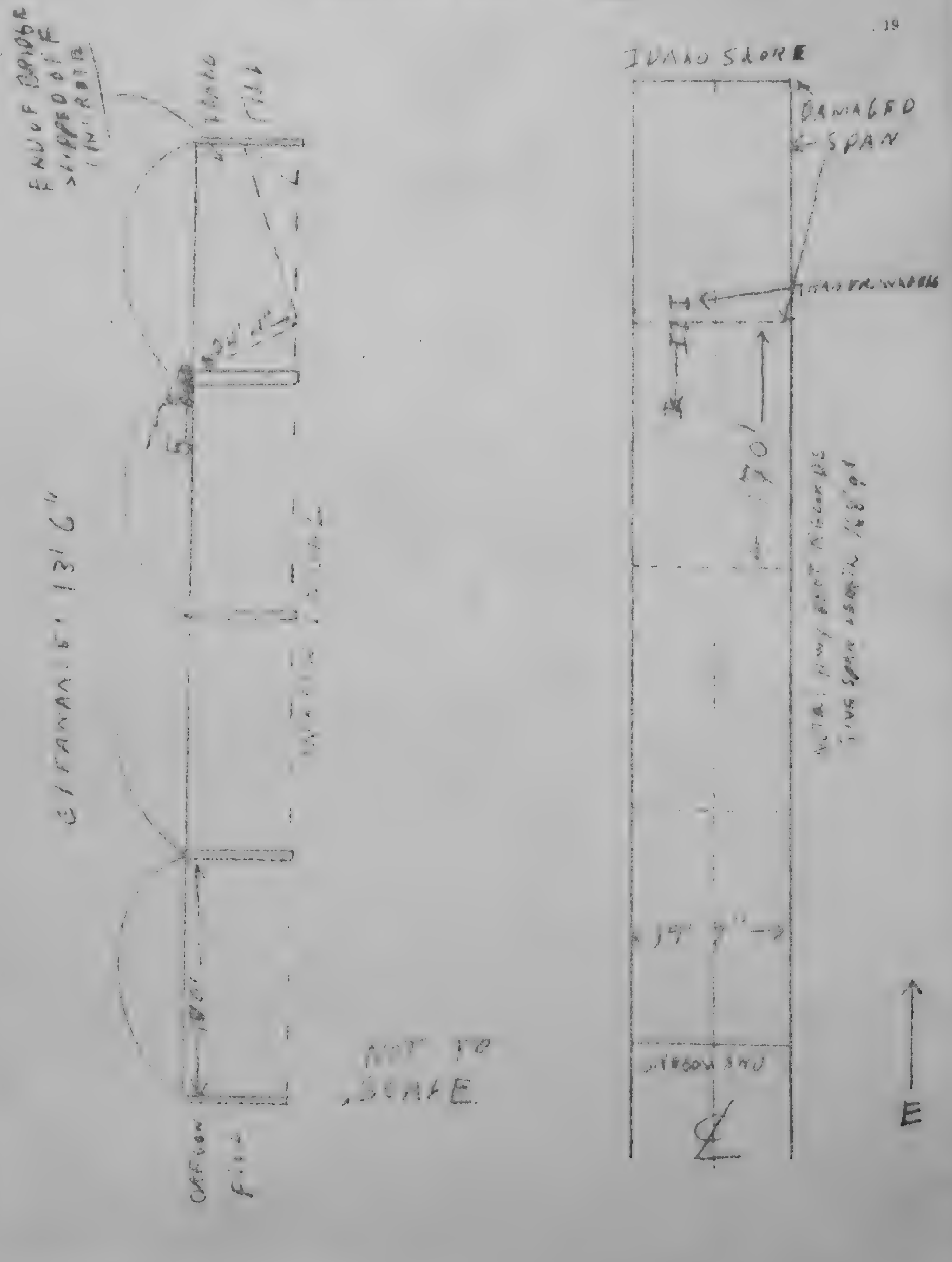
No.

Place

County

Subject

19



END OF BRIDGE
STOPPED OFF
IN RIVER
IDAHO
FILL
3 SPANS 131' 6"
WATER LINE
NOT TO
SCALE
OREGON
FILL
IDAHO SHORE
DAMAGED
SPAN
170'
14' 7"
E

Statement of William McCarver, Rt 2, Box 442[illegible], Ontario. This statement given voluntarily to Sergeant Russell D. Haynes, Oregon State Police at 10:35 AM MST at the State Police office in Ontario.

I am employed by [illegible], Ontario, and was operating his T/W truck, Oregon T124941, with a utility trailer T124940. This is a lumber truck with lumber rolls on the truck and trailer. The truck was empty except for the trailer being carried. I was returning from Reno to Ontario.
About 9:30 a.m. MST I entered the bridge at Nyssa on Highway route 20 from the Idaho side. I was a little over half way across the first span when I noticed the white metal guard railing on my left ripping and heading down. I then heard a noise and kept on going, the truck started pulling and the radiator started coming up. I kept on going until the truck came to a halt. I put on the brakes, set the hand brake and then jumped out and waved down an oncoming pickup from Nyssa to keep it from driving over into the broken section of the bridge, which was down near the water. After I got out of the truck and stopped the pickup I looked around and discovered that the metal tongue of the trailer had caught on the top of the bridge as the front of my truck want up, and the tongue was bent up just back of the truck cab, sticking up in the air. The tongue was later cut off with a welding torch to get the truck out. The trailer was not lost off the truck. It remained in place but the rear springs were torn loose. The rear trailer axle does not touch the ground when being carried. The trailer tongue is about 11'6" from the ground when it is being carried on the truck. I have on several occasions driven this truck, with the trailer as loaded, through the 13 foot door at the [illegible], Highway 30 north, Ontario. My truck came to a stop with the rear wheels just above the first concrete pier from the Idaho side, they were just on the undamaged part of the bridge.

William McCarver
William McCarver

Witnessed:

Russell Haynes

Mr. A. F. Parson:

Subject: Report of Collapse of
Snake River Bridge at Nyssa

Saturday morning December 4, 1954 at 7:30 A.M. Mr. Fred Husse, Section Foreman at Ontario, called by phone to inform me that part of the Snake River Bridge at Nyssa had fallen in the river just behind a logging truck with trailer riding on top of the tractor. I immediately called Mr. Parson but found he had already been informed of the accident. Left for Ontario at 8:30 A.M. after getting the sign crew loaded and on the way. The foreman of the sign crew, Mr. Walker, accompanied me as far as Nyssa where he started making and placing warning signs.

Arriving at the scene of the accident I immediately started taking pictures which accompany this report. Took two rolls of film showing the bent and fractured members as they were before being disturbed in any way. These pictures show plainly, to my mind, the cause of the failure of the bridge. These pictures show the west portal of the down span with close ups of the cross or wind bracing as it was deformed by the tongue of the truck trailer spearing it from the Idaho side and said tongue pivoting in a vertical arc thus shoveing the lower member almost straight up in an accute bend around the end of the trailer tongue. This pulled the main chords together causing the knee joints at this point to give way letting the deck buckle under this joint, after which the span fell straight down pulling the anchor bolts out of the abutment on the bank end along with sizeable pieces of concrete. Also photographed trailer tongue from truck at repair shop.

Mr. Bangert had arrived only a short time before I did. He said Mr. De France, Mr. Hewlett and Mr. Stephenson were on their way from Salem. These men arrived in the evening, too late to go to the bridge, but Mr. Parson arrived soon after noon going over the bridge before evening.

The Nyssa Chamber of Commerce had installed a ferry service with a small launch, also free taxi service from Nyssa to the bridge. The State of Idaho Highway Department had signed the highways on the Idaho side very well.

The next day, Sunday, dismantling of the overhead cross member and west end of trusses was done with cutting torches under the supervision of Mr. Hewlett and Mr. Stephenson. The piece of the west portal that showed signs of being struck and causing the failure of the bridge was cut out and saved. Made arrangements for a D-8 caterpiller to start work at 8:00 A.M. tomorrow, Monday, Bridge crew from LaGrande arrived late in evening bringing piling and other needed supplies. Other piling and the pile driver was started from Salem last night, arriving about noon today, at which time the LaGrande Crew and Burns Crew started assembling the driver.

Monday, started work in earnest removing the down span from the river to clear the way for the new pile structure. The trusses were cut loose and parted in the center with cutting torches, after which they were pulled out of the way with the cat. All were removed by evening, leaving the deck still in the river. As lights had not been installed, decided not to double shift until~~l~~ tomorrow.

Tuesday, Mr. DeFrance and I drove to Boise to interview a pickup driver who was on the bridge at the time of the accident but traveling from the Oregon side toward Idaho. This trip turned out to be of little use as the witness saw nothing but the oncoming lights of the truck, and did not realize the bridge had fallen until flagged down by truck driver. The name of the man driving the pickup was "Roy DeLaney" address, Garden City, Idaho. He is an employee of the Idaho Statesman newspaper as a route man. He was delivering papers over his route at the time of the accident.

I am enclosing with this report, a copy of the statement given to the State Police at the scene of the accident by "William McCarver", driver of the truck trailer, soon after the accident occured. Owner of truck is Don Weilmunster. Address of both is Ontario, Oregon. Also a set of pictures taken showing in detail the section of bridge as it was before being disturbed.

The gap left by the down span is being filled by a pile trestle as fast as possible. Work being done by four crews working around the clock under the supervision of Mr. Stephenson, Mr. DeFrance, Mr. Hewlett and Mr. Bangert all of the Bridge Department.

Very truly yours,

O. G. McComb
District Maintenancd Superintendent

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O. G. McComb
District Maintenance Superintendent

PICTURES OF NYSSA BRIDGE

December 3, Saturday, shortly after collision about 6 A.M. Pictures 1 & 2 Taken by Nyssa Newspaper Man. It was still quite dark.

(1) The Truck and Trailer with tractor tongue up against the portal brace of second span from Idaho end. The portal brace is divided by diagonal bracing into four equal sections. Note the portion of the tongue about 1½ spaces from the downstream end post of the truss. The man on the truck is the owner. The left front wheels of the trailer are clearly seen resting between two lumber rolls on the truck.

(2) The left rear wheels of the truck are seen to rest on center stripe of bridge. The left cinch chain holding the trailer in place is shown. The chain on the right side was broken by the collision. The rear wheels of the trailer overhang and ride but a few inches above the roadway level. The picture does not show the end of the deck of Span 2, but the rear truck duals rested on the edge.

December 3 during day, Saturday. Pictures 3 to 18, incl. taken by O. G. McComb

(3) Picture taken from Idaho or east end of down truss. Note alignment of downstream shear rail.

(4) Taken from Idaho bridge approach showing clearance sign.

(5) Looking easterly toward abutment. Notice broken concrete in abutment, position of clearance sign, and barricade in place.

(6) Close up of bottom of portal brace which shows evidence of having been hit on numerous occasions. Edge of clearance sign can be seen.

(7) Taken from Ferry Launch, looking towards Oregon. View of west half of down truss.

(8) Taken from deck of down span looking towards Oregon.

(9) Overall view of the bridge, looking downstream.

(10) Close up view of portal brace struck by tongue of lumber trailer. Taken from deck of second span from Idaho, looking towards Idaho.

(11) Looking towards Idaho from east end of second span from Idaho. Showing detail of upstream top chord failure.

(12) Another view of upstream top chord failure from approximately same position as No. 11.

(13) Looking east from east end of second span from Idaho at downstream end post and top chord failure.

(14) A second view of down stream end post and top chord failure from approximately same position as No. 13. Note upside down position of portal brace which points towards Idaho. Raising the end post and top chord to their normal position would change the position of the portal brace to point towards Oregon.

12/20/54
IAD:reb

Dec. 3, during day, Saturday, Pictures 3 to 18, incl., taken by O. G. McComb (Cont'd)

(15 & 16) Two pictures of the trailer tongue, taken by Mr. McComb, as the tongue was being repaired in a welding shop. Two short sections of bent pipe have been cut out of the tongue and are laying across the tongue. Two new pieces of pipe are being welded into place to restore the tongue to its original shape, etc.

(17 & 18) Two close up views of portal brace which bears the imprint of the end of the trailer tongue. Taken from a ladder at the west end of the down span looking towards Idaho.

(19) Overall view of Nyssa Bridge taken from parking area in Idaho, looking towards Oregon and quartering downstream. This picture identifies the failed truss as the first truss from Idaho--the fourth from Oregon.

(20) View of the failed span taken from the boat landing, upstream from the bridge.

(21) Overall view of down span looking quartering downstream towards Oregon.

(22) From Idaho, looking towards Oregon, showing down truss, clearance sign, barricades, etc.

(23) View of East end of down span.

(24) View of down span from Idaho looking towards Oregon, and slightly down stream.

(25) From the deck of the down span looking towards Oregon. The down stream end post buckled and failed, remaining in alignment with truss. The upstream end post and U1-U2 top chord were pulled to the center of the bridge as the bridge failed.

(26) Showing in detail the failed downstream end post and top chord, the portal brace and the upstream end post and top chord, particularly the U1. Taken from the deck of the failed span, looking towards Oregon and slightly downstream.

(27) The same as No. 26, but from a little farther back.

(28) Detail view of upstream L2 U2 Post, U1-U2 top chord, end post L1-U1 Post. Taken from deck of failed span, looking towards Oregon.

(29) Closeup view of upstream U1 top chord joint.

(30) Closeup view of downstream U1 top chord joint and buckled end post, showing upside down section of end post and portal brace.

(31) Looking towards Idaho, showing downstream end post and buckle in end post and upside down position of portal brace showing bend in portal brace pointing towards Idaho.

(32) Another view of downstream end post, showing upside down position of a part of the end post and portal.

(33) A closeup view of the lower portal brace member showing imprint of trailer tongue end.

(34) The east portal of second span from Idaho showing spot where tongue of trailer hit as truck and trailer came to a stop.

(35) The upstream corner of the Idaho abutment showing where concrete was broken away as span fell, pulling shoe with it. Shoe was fastened to concrete by long steel pins. The position of 2 pins is visible, altho the pins were pulled out and fell with the bridge.

Form A-110—5M—10-40

OREGON STATE HIGHWAY COMMISSION
Maintenance Department

BRIDGE MAINTENANCE WORK ORDER

For the Year 19 55 Prefix 23-4519

From Ontario to Ore.-Idaho Line on Old Oregon Trail Highway No. 6

Date submitted December 17, 1954 in Malheur County

DETAILED DESCRIPTION OF WORK AND ESTIMATE OF COST

Account	Mile Post Location	DESCRIPTION		Amount
152-06	431.19	Remove damaged truss and construct detour bridge to replace fallen span in Nyssa Bridge across Snake River. 8 - 19'6" spans, 20' wide - 4x12 deck on pile bents.		
		Remove damaged truss		
		R.D. 8 Cat 3 days, cable, cutting torches, labor, etc.		2,000
		Piling & lumber for trestle		
		Piling	$1,280	
		Lumber 37 FBM	3,700	
		Hardware	300	
		Labor	5,000	
		Equipment rental	1,000	
		Gas, Oil, Grease & Elec. Power	520	
		Floodlights, signs	600	
		Ferry Operations	1,000	
		Cleanup	1,000	
				14,400
		Sub Total		16,400
		Contingencies 10%		1,600
				18,000

Recommended for Approval:

District Maintenance Supt.

Division Engineer

Approved:

Maintenance Engineer

Estimated cost of work to be done under this order $ 18,000

Amount previously authorized on this section $

Total amount authorized on this section $ 18,000

STATE PRINTING DEPT.

Preliminary [illegible]port of Cost of Placing Tempo[illegible] Pile Span[illegible]

at Nyssa, Oregon across Snake River where Steel Truss failed.
(Does NOT include costs incurred by Salem Crew)

	Doane	Westfall	Flesh	* Hussey	Total
WAGES	$ 968.44	$ 1312.34	$ 919.20	$ 725.00	$ 3924.98
Industrial Accident 9.5% less 40%	55.20	74.80	52.39	41.32	223.71
Vacation & Sick Charge.7%	67.79	91.86	64.34	50.75	274.74
Retirement, 5%	48.40	65.62	45.96	36.25	196.23
10 % for Supervision	96.84	131.23	91.92	72.50	392.49
Per Diem	121.50	405.00			526.50
Expenses	161.00		342.00		503.00
Equipment Rentals (Calculated on shift Basis)	* [illegible]	446.25	158.40	208.80	1072.20
Totals	$ 1777.92	$ 2527.10	$ 1674.21	$ 1134.62	$ 7113.85
Gasoline and Oil (Includes all gasoline purchased by above crews plus all supplies purchased from Ontario Pump.)					257.72
Transport & Driver (Greene's Crew)					86.79
Costs incurred by State Electricians (Estimated)					70.00
**Lumber from Holding Account					3624.48
**Materials and services purchased on F.P.O.					~~[illegible]~~
**Bolts and Nails from Holding Account					354.24
Total					$ 14,733.82

* Estimation only
** Listed on separate sheet.

+ Foreman's Westfall costs calculated up to & including December 18, 1954.

Wages & expenses of Salem crew including equipment rental & return of pile driver to Salem. Estimate as of 12-20-54.	2,140.00
Allowance for vacation sublease & Industrial Accident Ins. for Salem crew, estimated at	160.00
Sub Total	$ 2,300.00
Total	$ 17,034.00
C[illegible]	966.00
TOTAL	$ 1[illegible],000.00

E ENGINEER
DEC [illegible] 1954
RECEIVED

La Grande, Oregon
December 18, 1954

PRELIMINARY LIST OF MATERIALS USED AND SERVICES RENDERED IN PLACING TEMPORARY PILE Spans at Nyssa, Oregon across the Snake River where Steel Truss failed.

(The following is a list of items of expense which have been submitted to Superintendent Bangert's Office up to date plus estimations of known items of costs incurred which have not as yet been billed.)

F.P.O. #	Item of Expense	Vendor	F. P. O. prepared by or to be prepared by	
H-43227	Repair Pile Driver	Engineer Sales	J. B. Bangert	$ 11.19
H-43228	Acet. & Oxygen, etc	Nyssa Auto Parts	J. B. Bangert	[illegible]
H-43229	[illegible] 7/8" Shackle	Hunting Tractor	J. B. Bangert	2.35
H-43226	Repair Pile Driver	Parma Water Lifter Co.	J. B. Bangert	2.50
*	Lumber	Tuttle Lumber	J. B. Bangert	91.20
**	50' 1 1/8" Cable & clamps	Southern Idaho Equip	J. B. Bangert	45.00
	Rent of Bull Dozer	(D.M.S. McComb to handle transaction)	Estimation	330.00
H-43230	Rough Fir for Decking, etc.	Oregon Lumber Co.	J. B. Bangert	971.30
H-43232	Piles	Baxco Corporation	J. B. Bangert	595.40
H-55453	Bolts, Machine.	Portland Bolt	H. W. Hughlett	106.95
	Boat Taxi Hire (Estimation)		????	1000.00
	Electricity furnished (Estimation)		????	30.00
	Repairs to Light Plant			6.00
	TOTAL			$ [illegible]

* Quantity uncertain have written for confirmation before preparing F.P.O.
** Estimated cost- have written for actual cost before preparing F.P.O.

MATERIALS USED FROM HOLDING ACCOUNT

37 pcs.	4" x 12" - 26' Fir	3848 B.F.	@ 120.62	$ 464.15
22 pcs.	6" x 20" - 20' Fir	4400 B.F.	@ 157.00	690.80
22 pcs.	6" x 20" - 20' Fir	4400 B.F.	@ 145.62	640.73
22 pcs.	6" x 20" - 20' Fir	4400 B.F.	@ 154.00	677.60
15 pcs.	6" x 20" - 20' Fir	3000 B.F.	@ 153.00	459.00
9 pcs.	12" x 12" - 24' Fir	2592 B.F.	@ 119.00	308.44
4 pcs.	8" x 8" - 10' Fir	213 B.F.	@ 117.71	25.07
8 pcs.	8" x 8" - 12' Fir	512 B.F.	@ 117.71	60.27
20 pcs.	6" x 8" -12' Fir	960 B.F.	@ 117.71	113.00
20 pcs.	3" x 10" - 20' Fir	1000 B.F.	@ 117.71	117.71
3 pcs.	3" x 10" - 22' Fir	220 B.F.	@ 114.00	25.08
3 pcs.	3" x 10" - 22' Fir	220 B.F.	@ 109.00	23.98
1 pc.	6" x 8" - 22' Fir	88 B.F.	@ 111.05	9.77
1 pc.	6" x 8" - 20' Fir	80 B.F.	@ 111.05	8.82
TOTAL			$	3,624.48
	Bolts & Nails (Holding Account)			354.24
			$	4,048.82

The list above is NOT complete there will be items billed in the future which are not listed above.

MAINTENANCE ENGINEER
DEC 20 1954
RECEIVED

OREGON STATE HIGHWAY DEPARTMENT
Maintenance Division

Sheet 1 of 1 Sheets

Quarterly Bridge Inspection Record

Highway Old Oregon Trail No. 6 From [illegible] to End of Nyssa Bridge

Inspected by J. [illegible] July, 1958 [illegible] 431.19

Bridge Location Mile No.	[illegible]	Remarks	Estimated Cost Maintenance	Estimated Cost Betterment
415.12	[illegible]	O.K.		
422.37	[illegible] RCDC	O.K.		
425.24	84" C.P	O.K.		
429.02	[illegible] RCDC	O.K.		
430.[illegible]	Nyssa [illegible]	O.K.		
431.19	[illegible]	[illegible] [illegible] [illegible] [illegible]	 [illegible] [illegible] [illegible]	
		[illegible]	1169.00	

NOTE: This form is a [illegible] inspection reports Form 180a [illegible] when no recommendations are [illegible] out Form 180a and the structure [illegible]

State Printing 78208

Form [illegible]

OREGON STATE HIGHWAY COMMISSION
Maintenance Department

Sheets ..... of .... Sheets

Quarterly Bridge Inspection Record

Highway Old Oregon Trail (Name) No. 6 From Ontario to E. end of Snake Br.

Inspected by J. B. Bangert Date March, 1944 Section prefix 25-18

Bridge Location Mile No	Name or Type of Structure	Remarks	Estimated Cost	
			Maintenance	Betterment
419.28	4'x3' RCBC 4558	O.K.		
422.87	4'x4' RCBC	O.K.		
426.06	24" CMP	O.K. [illegible] work is completed.		
429.22	4'x4' RCBC	O.K.		
450.74	Bypass Subway	O.K.		
451.18	Snake River 1433	Railing posts badly [illegible] by [illegible]. Bridge may need spot painting next 1945. Handrail should be repaired and painted.		

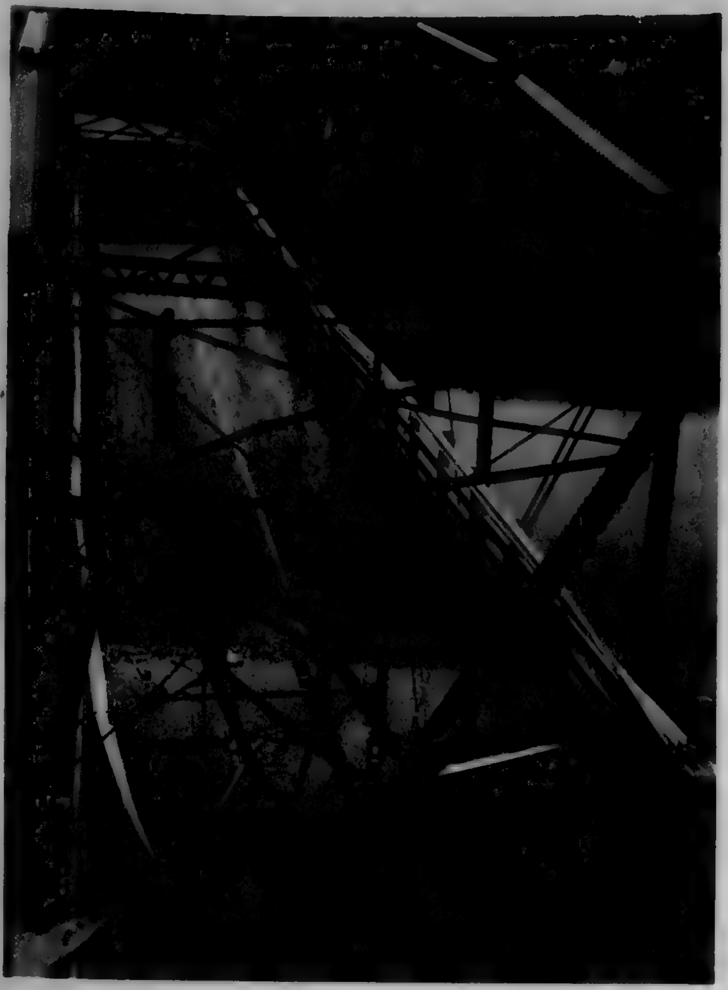
NOTED
H. [illegible] COPY TO BRIDGE [illegible]

Total this sheet

NOTE: This form is a recapitulation by highway section of bridge inspection reports Form 108a which should be attached hereto. However, when no recommendations are necessary it will not be required to make out Form 108a and the structure can be noted as okeh on this sheet.

Signed [illegible]
District Maintenance Superintendent

STATE PRINTING DEPT



[illegible]

[illegible] [illegible]

12 [illegible] 54

4 [illegible]

[illegible] taken [illegible] is [illegible] camera [illegible] crowded with [illegible]rs. Camera was held above spot where the truck's [illegible] have been before it was removed from the [illegible]

At the extreme left edge, and in center, the truss member which was turned over can be seen. The extreme left is the portion believed struck by the trailer tongue, and has been removed and retained by the Highway Dept.

[illegible], Sergeant

7

Form 3 100M

TIME 3:30 PM PST

OFFICER'S REPORT

OREGON STATE POLICE

No.

Place Ontario

County Malheur

Subject Accident, Nyssa Bridge

16 Dec 54 19

Refer to writer's report 4 Dec 54

Two prints of the bridge, taken with the Recomar Camera are forwarded with this report to Headquarters. Camera was held above spot where the truck's right rear wheel was believed to have been before it was removed from the bridge.

At the extreme left edge, and at center, the cross member which was turned over can be seen. The extreme left is the portion believed struck by the trailer tongue, and has been removed and retained by the Highway Dept.

Russell L Haynes

Russell L Haynes, Sergeant

Form E-167—4M—Revised—8-46

Oregon State Highway Commission

BRIDGE INVENTORY INSPECTION RECORD

Sheet .... of 5-D

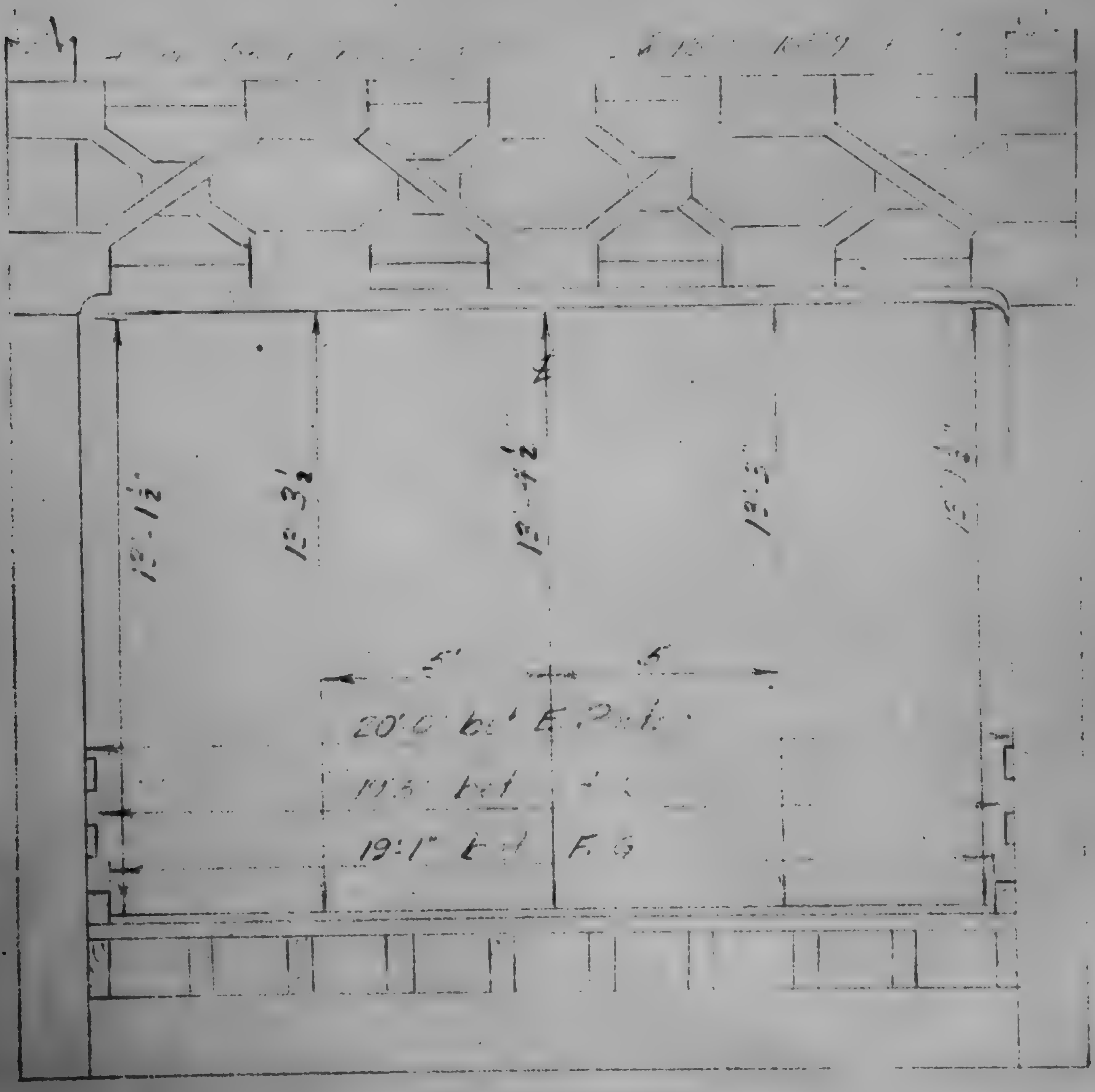
Bridge No. 1163

Bridge over Snake River at Nyssa on Old Oregon Trail Highway No. 6

in Malheur County. Inspected Nov. 1[illegible] by [illegible]angert Location No. 431.1[illegible]

Built 1911. No drawings. No lights. "Impaired Clearance" sign. Rating: H-15
Marked 13'3"

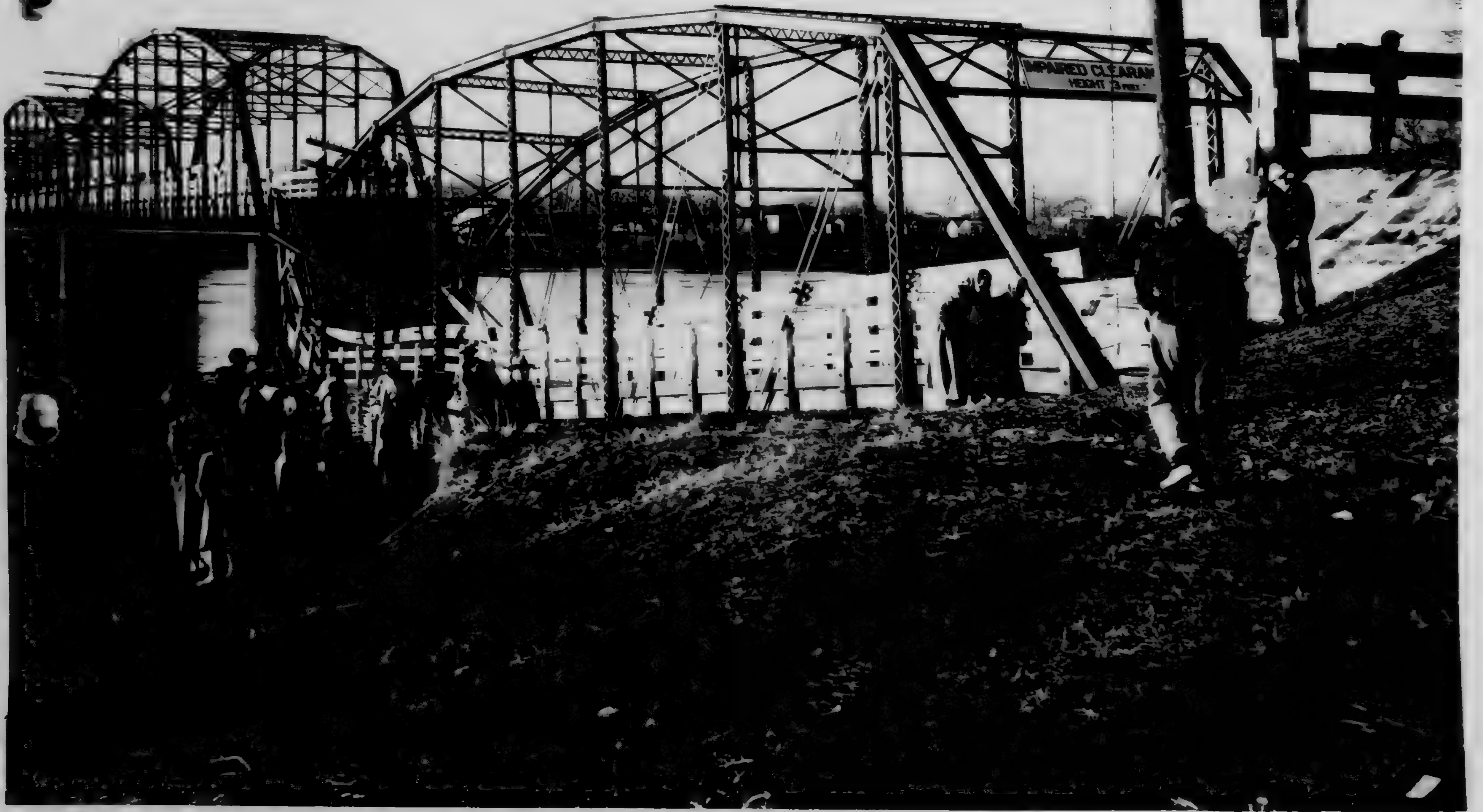
Narrow Bridge shoulder sign, Oregon end, only.



13'-1½"
13'-3⅛"
13'-4½"
13'-3"
13'-1½"
5'
5'
20'-0" bet. E. Posts
19'-5" bet.
19'-1" bet. F. G.

Scale: ¼" = 1'-0"

29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HEIGHT 13 FEET

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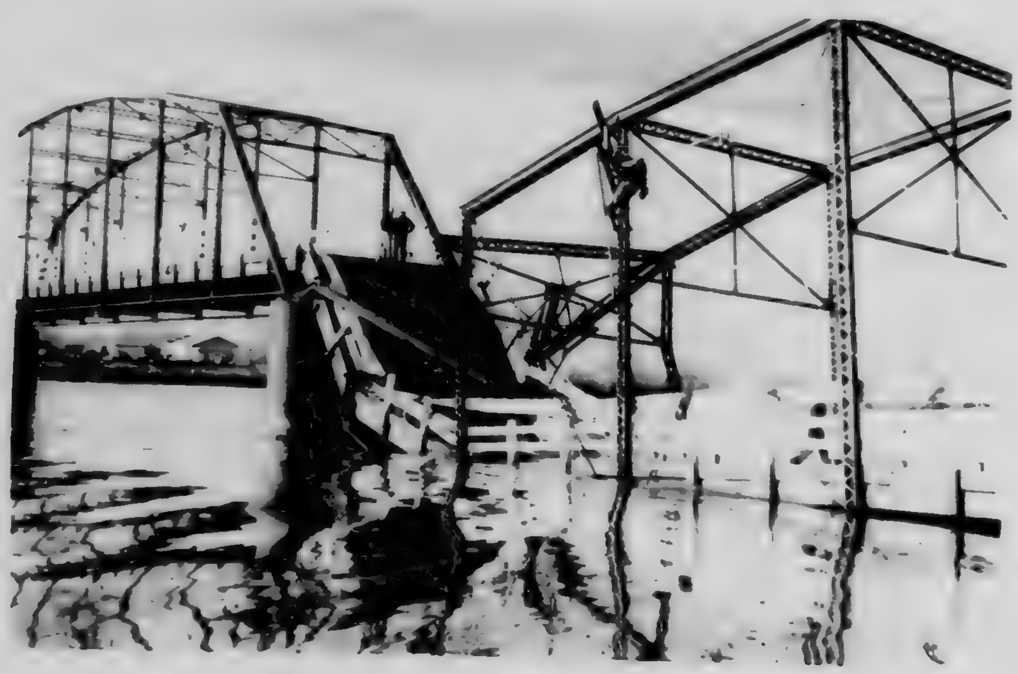

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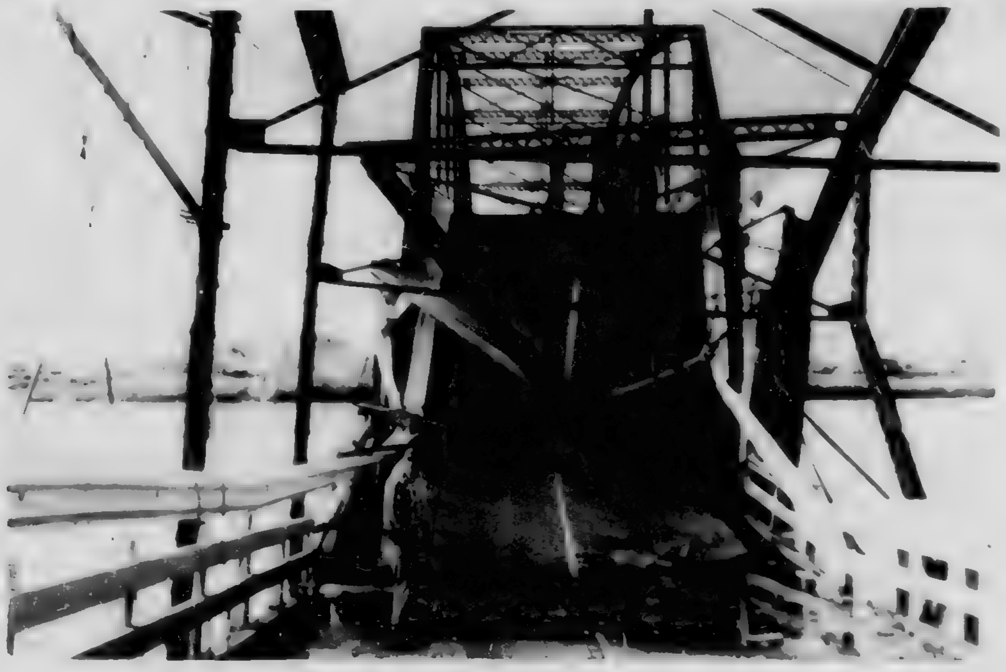

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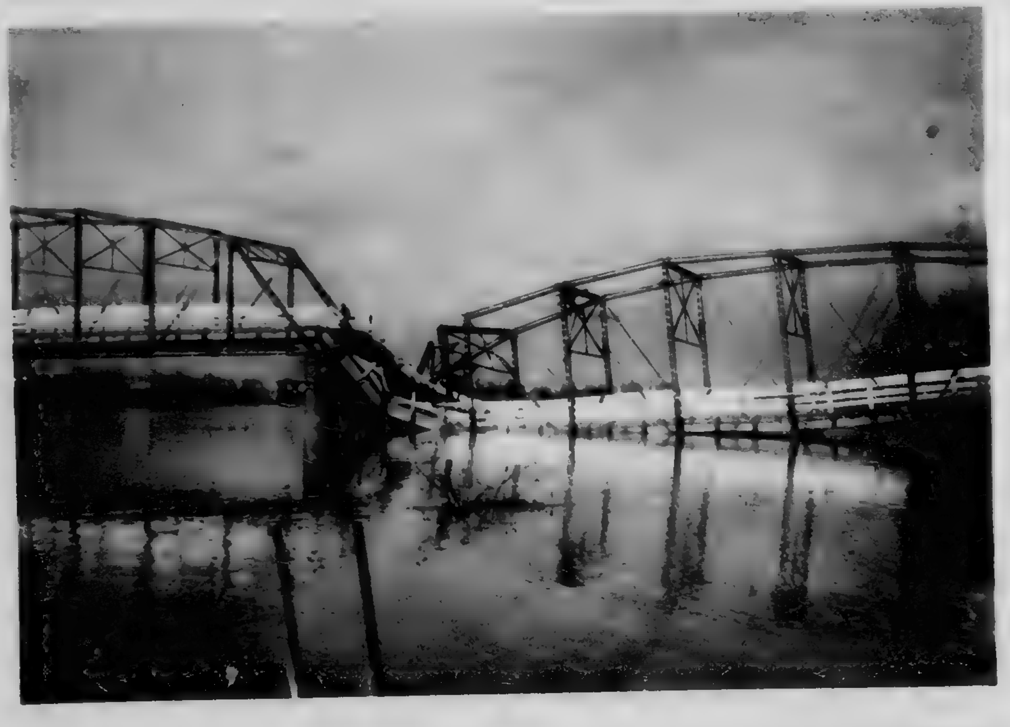

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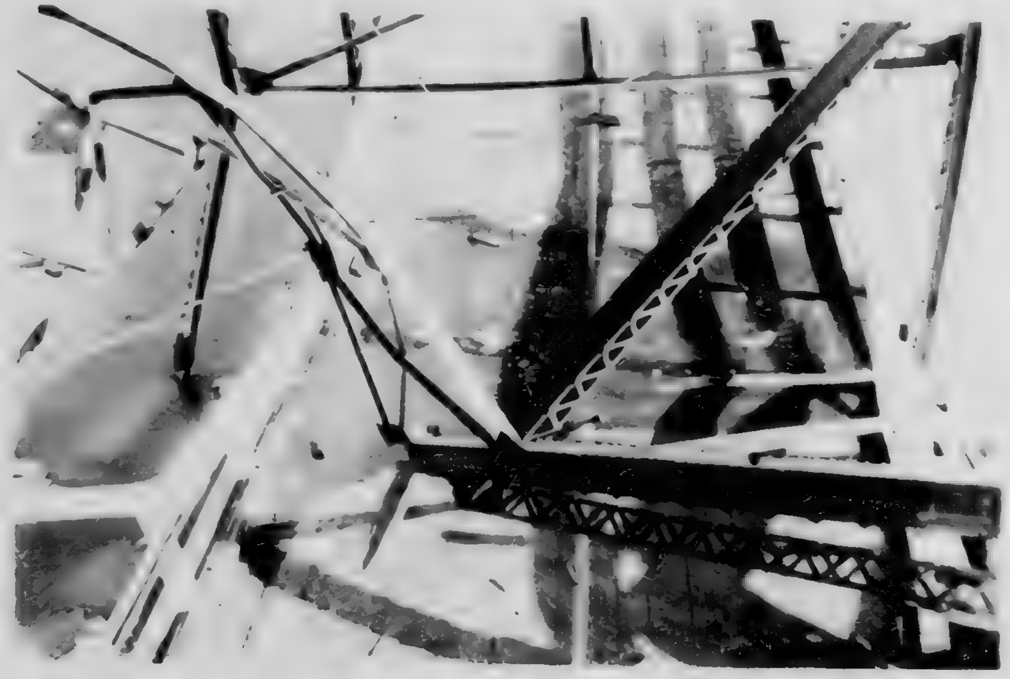

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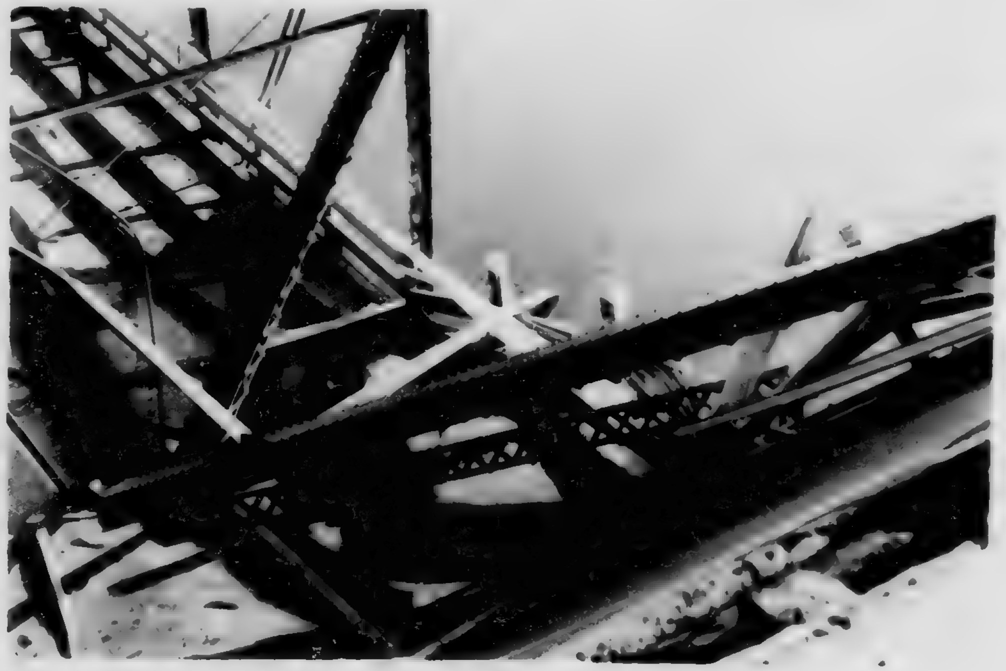

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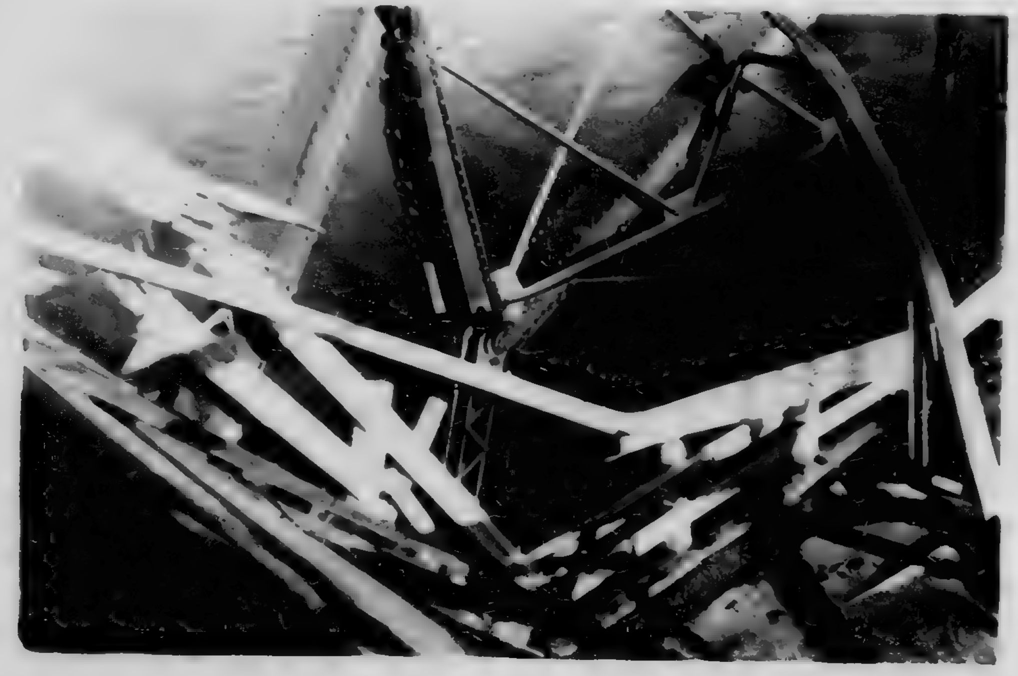

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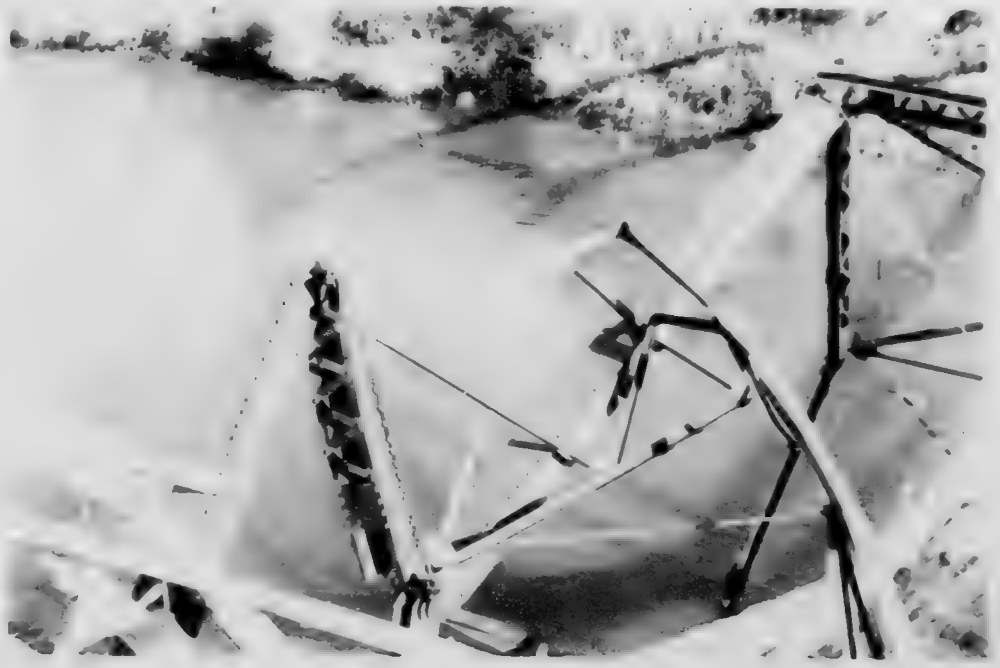

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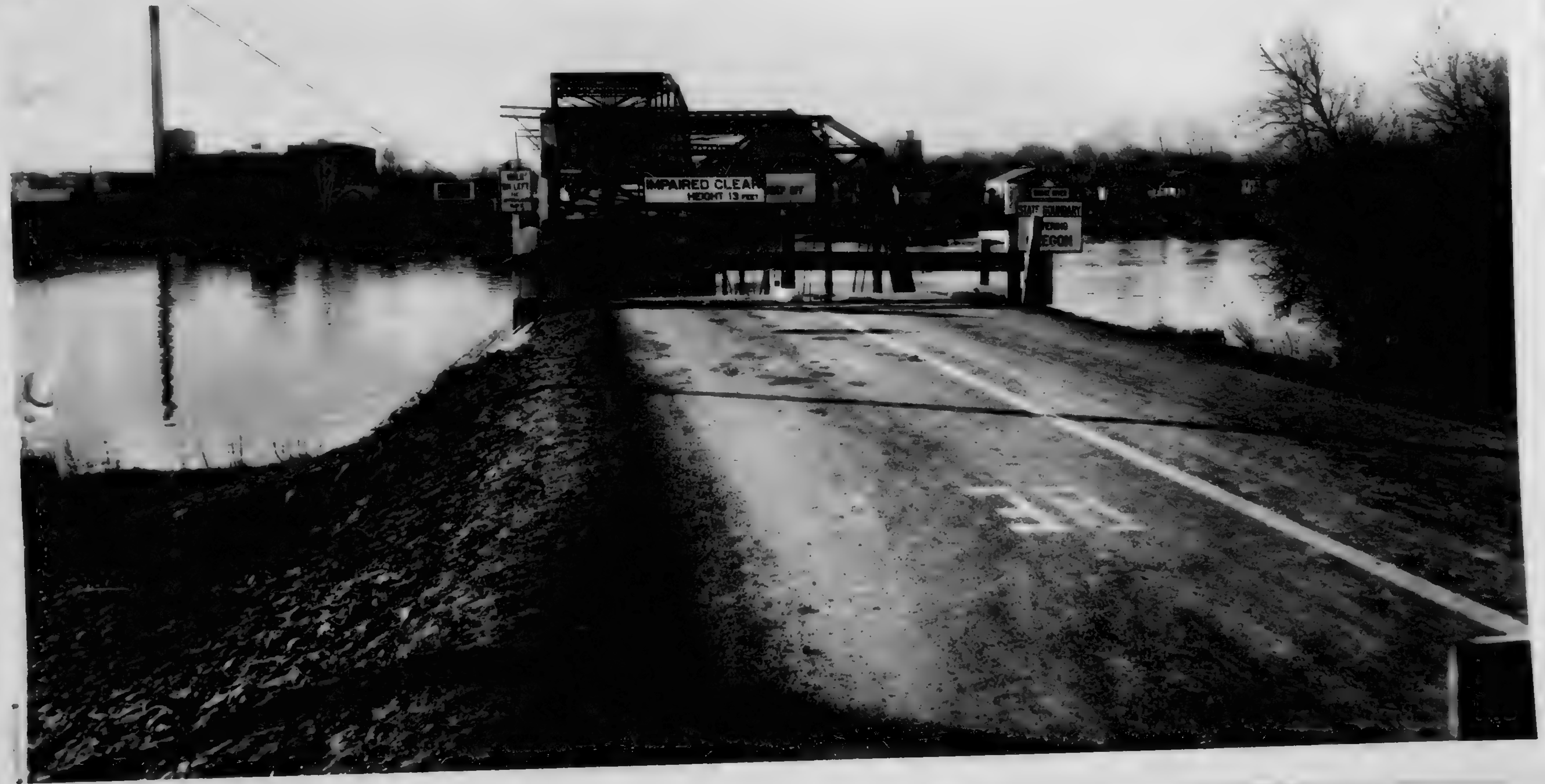
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STATE BOUNDARY
EGON

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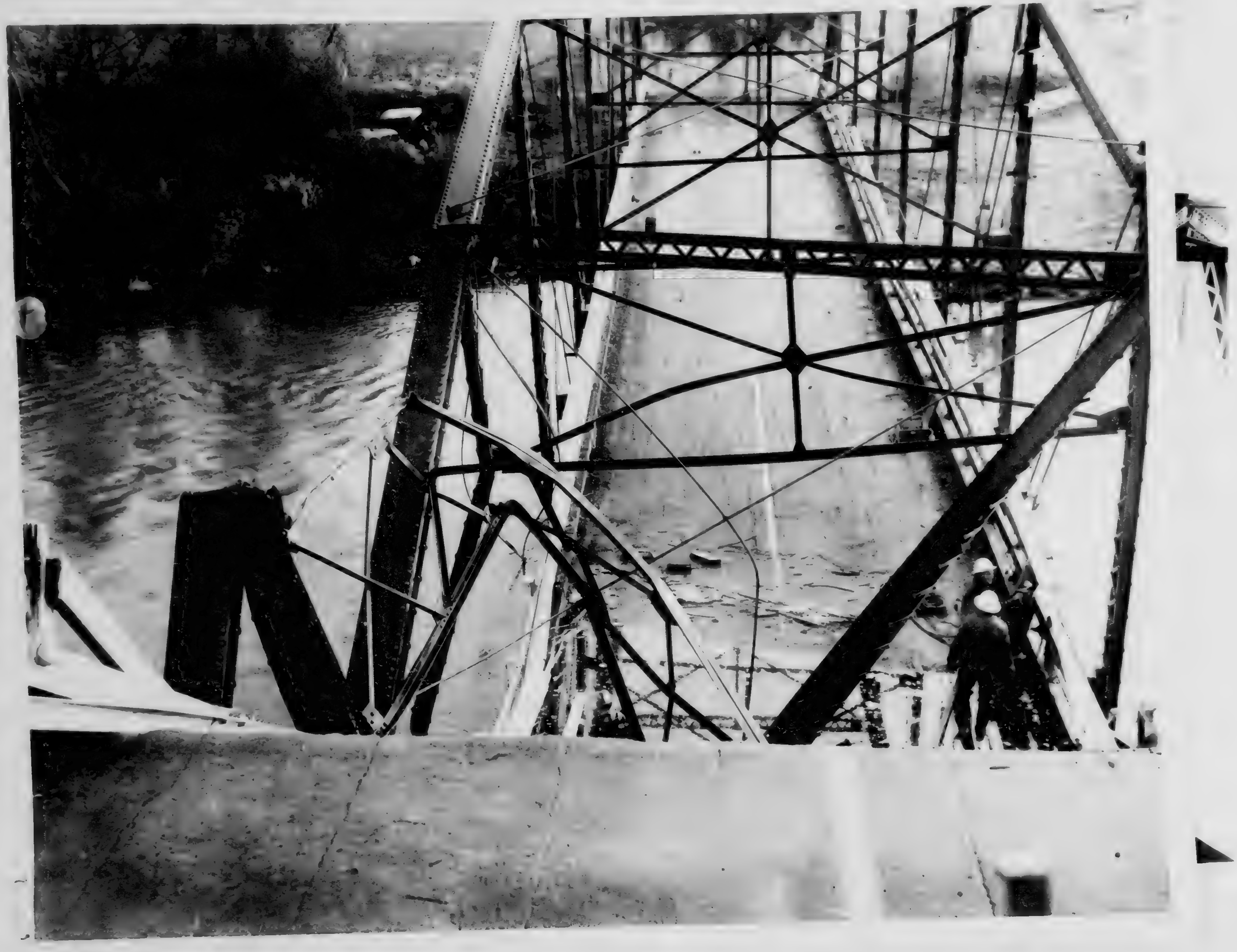

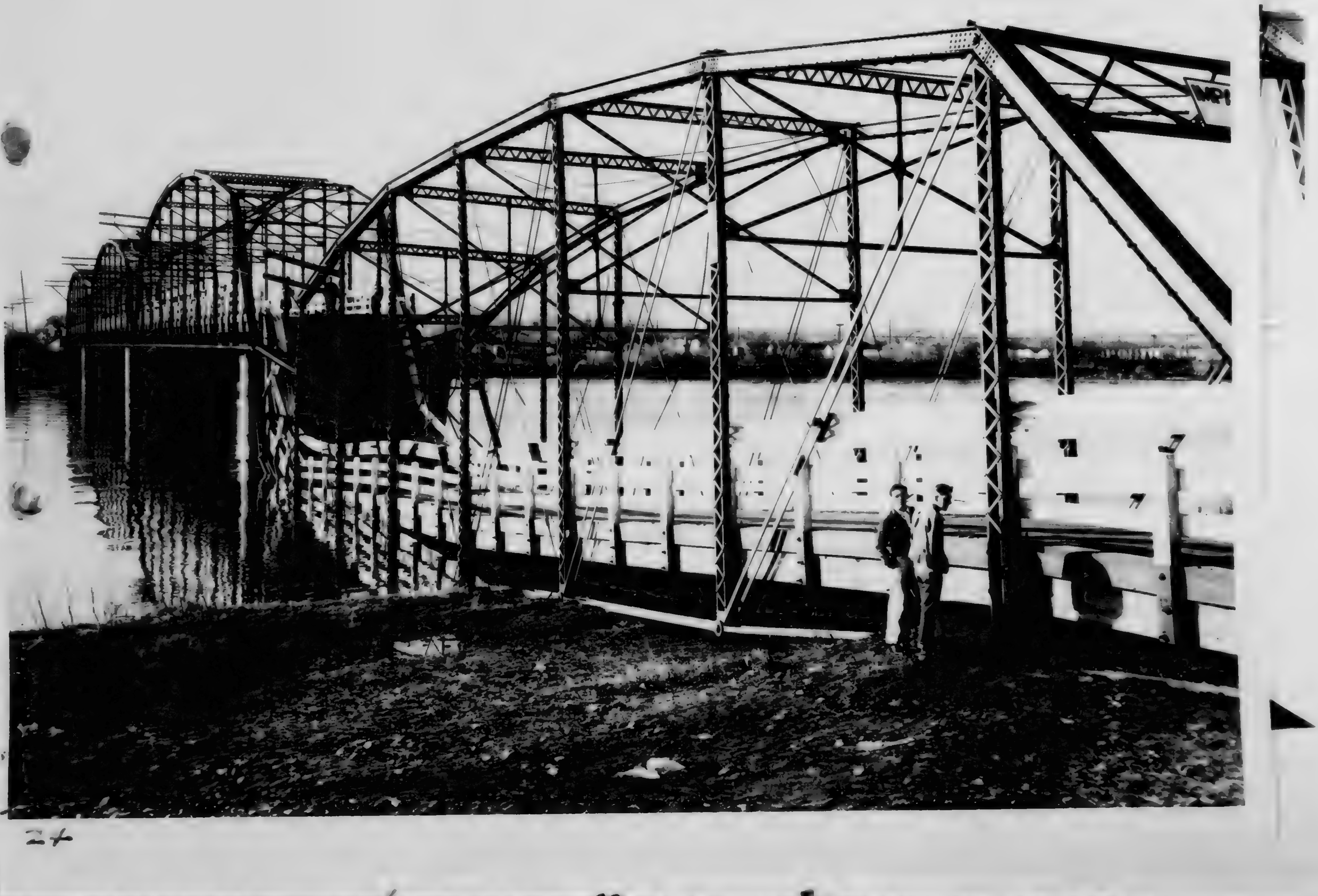

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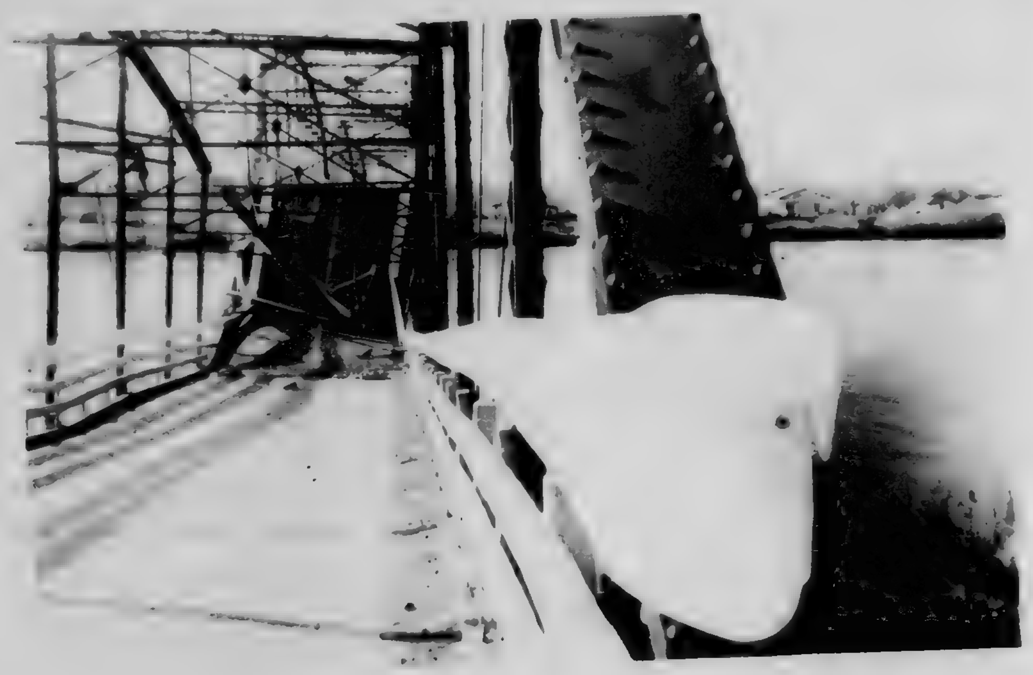

IMPAIRED CLEARANCE
HEIGHT 13 FEET

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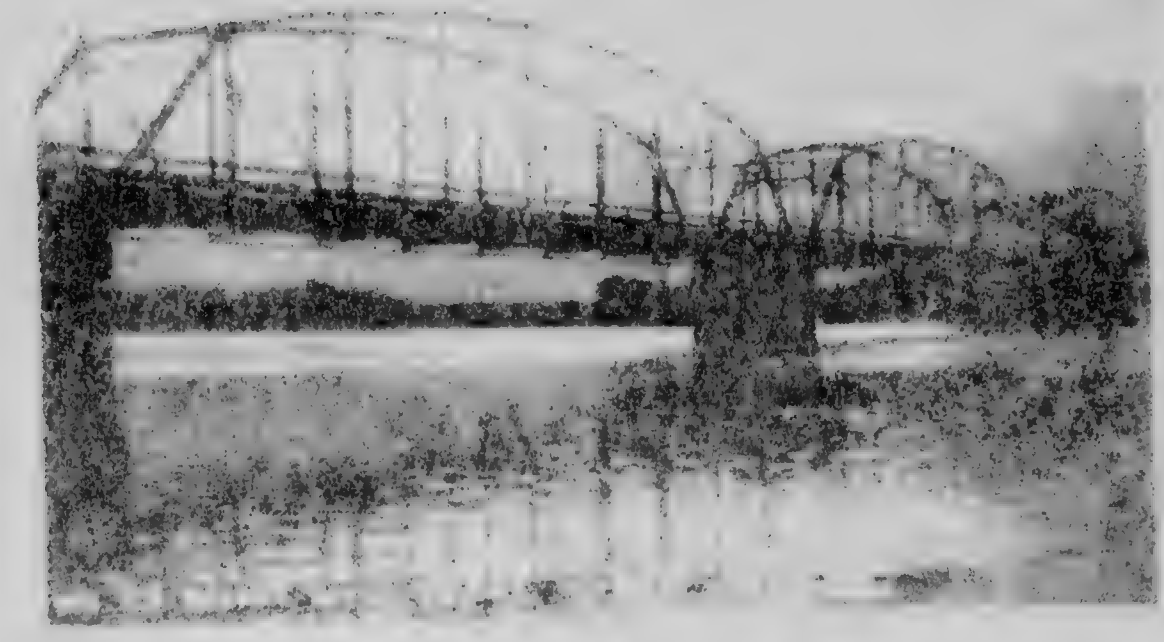


4 - 105'-9" Thru Trusses

4-21-1932

Honorable Members of the Highway Commission,

State of Oregon.

The following is a statement prepared by A. R. Miller, Recorder of the City of Nyssa, at the request of the City Council of Nyssa.

The bridge across Snake River at Nyssa, Oregon, was built in 1911, at a cost of $33,000.00. Of the cost, the State paid $11,000.00, the County $11,000.00 and the City of Nyssa $11,000.00. The $11,000.00 paid by the City of Nyssa was raised by an issue of 6% twenty year bonds, payable at the Chase National Bank, New York. While the bonds were twenty year bonds, the City of Nyssa had the privilege of paying any amount of them at any time after they had run ten years, and to date the City has retired all but $3,000.00, which becomes due May 1, 1932. The interest was payable semi-annually, and has been paid on all due dates.

The City of Nyssa carried an account with the Malheur County Bank of Nyssa, which closed Feb. 7, 1931. While the City did not set aside a sinking fund for the purpose of taking care of these bonds, it did build up an open account for this purpose, and at the time of the closing of the bank, this fund amounted to approximately $3,000.00. This fund was not secured by a surety bond. The bank has declared a 20% dividend, and the best opinion is that some time before the liquidation is closed there will be another 15% dividend.

The Oregon State Highway was built through Nyssa to the Nyssa bridge in 1920. The State of Idaho built a highway to connect by means of this bridge. The expense of the repairs and maintenance of this bridge from 1920-1929 was borne by the City of Nyssa and Malheur County. In 1929 the State of Oregon took over the bridge and re-decked the bridge, and today it is in excellent condition and will care for the traffic for a number of years.

The City of Nyssa respectfully requests the Oregon State Highway Commission in the name of the State of Oregon to take up the $3,000.00, City of Nyssa bridge bonds, due in May 1, 1932. The City of Nyssa believes this to be a just and reasonable claim for the following reasons:

The bridge is now the property of the State of Oregon, is a connecting link on a transcontinental highway between two states, and for nine years, while serving the above purpose was repaired and maintained by the City of Nyssa, and Malheur County. We know of no other similar case where such expenses were met by any other agency than the State of Oregon, and we believe it only fair and equitable that the State of Oregon takes care of this $3,000.00 from its highway funds.

The City of Nyssa knows now that it will not have the money next May when these $3,000.00 bonds are due.

We trust that you, as members of the Oregon State Highway Commission, will see the fairness of our claim and grant our request of paying these bonds when due.

CITY COUNCIL OF NYSSA
A. R. Miller
Recorder.

The foregoing request was presented to the Oregon State Highway Commission in January of this year and favorable action was taken by the Commission. Owing to the fact that we have an entire new Commission, we have been asked to re-submit our request, which we now do with this brief of facts.

The tax rate in Nyssa for all purposes for the year 1931 was 77.8 mills, approximately 50% higher than the average for all of the Oregon municipalities. As a matter of equity we feel that the State of Oregon should pay the $3,000.00 in bonds coming due, and mention Nyssa's high tax rate to show the need of such action by the Oregon Highway Commission.

We trust that you will see the fairness of our claim as the former Commission did, and grant the request.

Dated April 21st, 1932.

CITY COUNCIL OF NYSSA

R. R. M

Recorder.

Portland, Oregon, March 29, 1929.

The Commission met in Room 402 Multnomah County Court House at 10 A.M. Present were:

H. B. Van Duzer, Chairman
C. E. Gates, Commissioner
Robert W. Sawyer, Commissioner
Roy A. Klein, State Highway Engineer and Secretary

* * * * * *

Mr. Fairman asked that the Commission take over the bridge across the Snake River at Nyssa as a state structure. The Chairman stated for the Commission that Oregon would meet the State of Idaho 50/50 in making the present needed repairs and future maintenance of this bridge. The Commission instructed the Secretary to so advise Mr. Fairman in writing so that he could undertake negotiations with the Governor of Idaho.

* * * * * *

- - - -

Portland, Oregon, December 18, 1928.

The Commission met in Room 209 Imperial Hotel at 11:00 A.M. Present were:

H. B. Van Duzer, Chairman
C. E. Gates, Commissioner
Robert W. Sawyer, Commissioner
Roy A. Klein, State Highway Engineer and Secretary

* * * * * * *

Portland, Oregon, December 19, 1928.

The Commission met in Room 404 Multnomah County Court House at 10 A.M. with all members present and participating.

* * * * * * *

Page 2426
Vol. 13

Judge Noe and Commissioner Fairman of Malheur County with George Aiken of Ontario asked the State to take over the maintenance of the Snake River bridge at Nyssa which is now maintained by Malheur County. The Commission asked the engineer for a report on the condition of this structure.

* * * * * * *

Portland, Oregon, January 29, 1929.

The Commission met in Room 404 Multnomah County Court House at 10 o'clock A.M. Present were:

H. B. Van Duzer, Chairman
C. E. Gates, Commissioner
Robert W. Sawyer, Commissioner
Roy A. Klein, State Highway Engineer and Secretary

*

Page 2446

As previously instructed, the Engineer reported on the condition of the Snake River Bridge at Nyssa, reporting that necessary repairs and reconditioning would cost approximately $13,000. Commissioner Sawyer requested that a copy of this report be filed with Geo. Aiken of Ontario and Judge Noe of Malheur County so that they could take the matter of cooperative maintenance on this structure up with the Department of Public Works of the State of Idaho.

* * * * * *

Portland, Oregon, December 9, 1924.

The Commission met in Room 520 Multnomah County Court House at 2 P.M.. Present were:

Wm. Duby, Chairman
H. B. Van Duser, Commissioner
W. H. Malone, Commissioner
Roy A. Klein, State Highway Engineer and Secretary

* * * * * *

Portland, Oregon, December 10, 1924.

The Commission met in Room 520 Multnomah County Court House at 9:30 A.M. with all members present and participating.

* * * * *

The Engineer reported that there was some confusion in the present termini of the highways near the Idaho boundary, therefore, for the purpose of clarifying the situation, the following order was made:

The Old Oregon Trail was carried through Ontario and Cairo to Nyssa ending at the center of the Snake River. A stub extending eastward to the center of the Snake River from Ontario would also be designated as the Old Oregon Trail. The terminus of the John Day Highway is designated at Cairo at the intersection with the Old Oregon Trail and the end of the Central Oregon Highway is designated at Vale at the intersection with the John Day Highway.

* * * * *

- - - -

Portland, Oregon, May 7, 1919.

The State Highway Commission reconvened at 10 A.M. in Room 520 Multnomah County Court House. Those present were:

S. Benson, Chairman
W. L. Thompson, Commissioner
R. A. Booth, Commissioner
Herbert Nunn, State Highway Engineer
Roy A. Klein, Secretary

* * * * * *

In the matter of the John Day Highway in Malheur County, Mr. Thompson made a motion, which was carried, unanimously, that this highway be extended and the terminus at the Idaho Line be at Nyssa.

* * * * * *

- - - -

S-173(3) McKee Bridge over the 1956
Applegate River on the

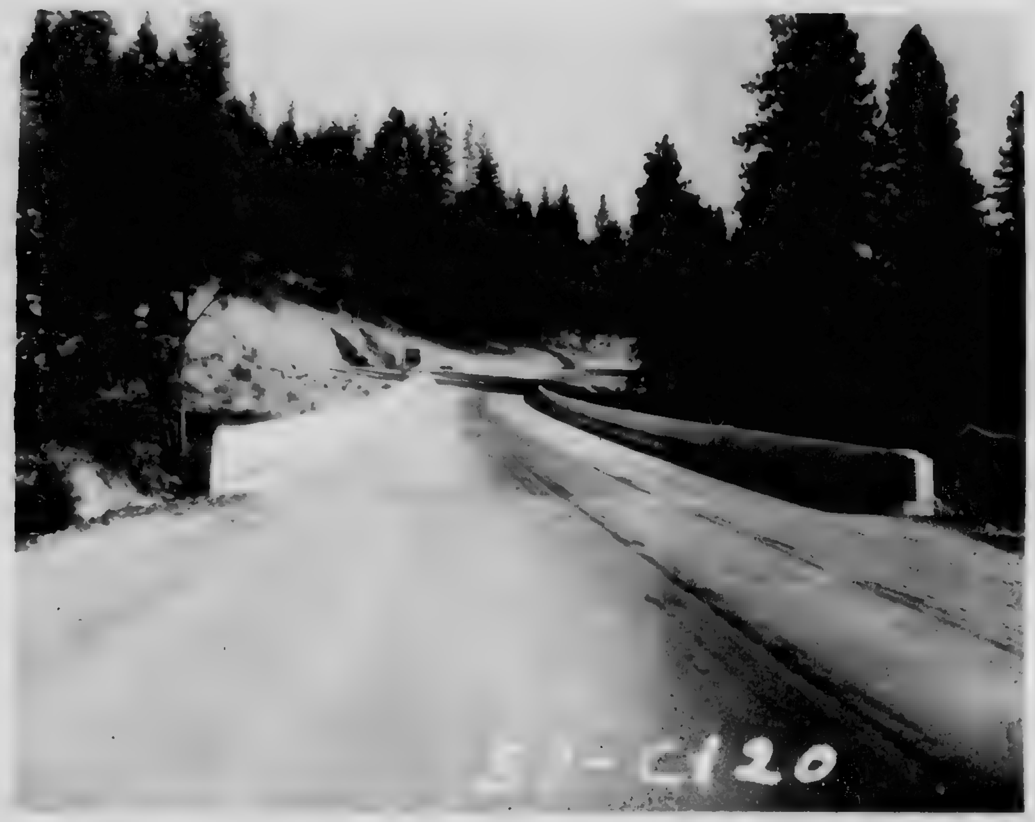
1952-4-195

FAS [illegible] County [illegible] W Contract No.

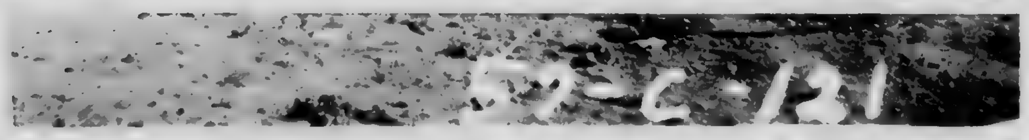
Section [illegible]

Location [illegible]

[illegible] 5

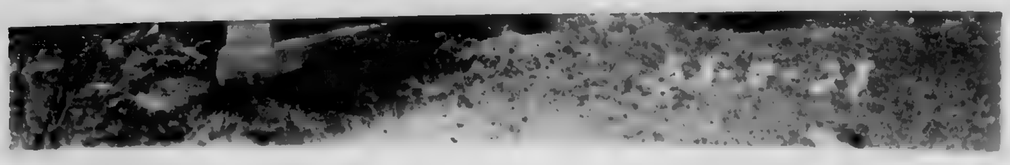


51-C120



51-C-121

51-C-24

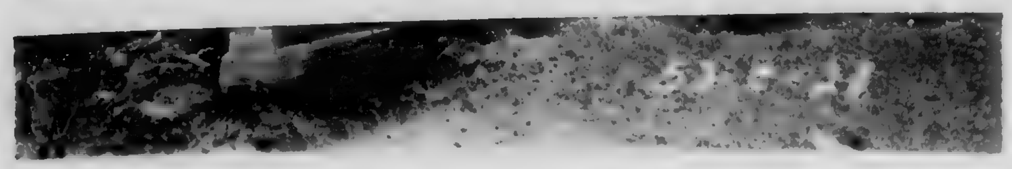


51-C-21

19524-195

52-C-121

52-C-24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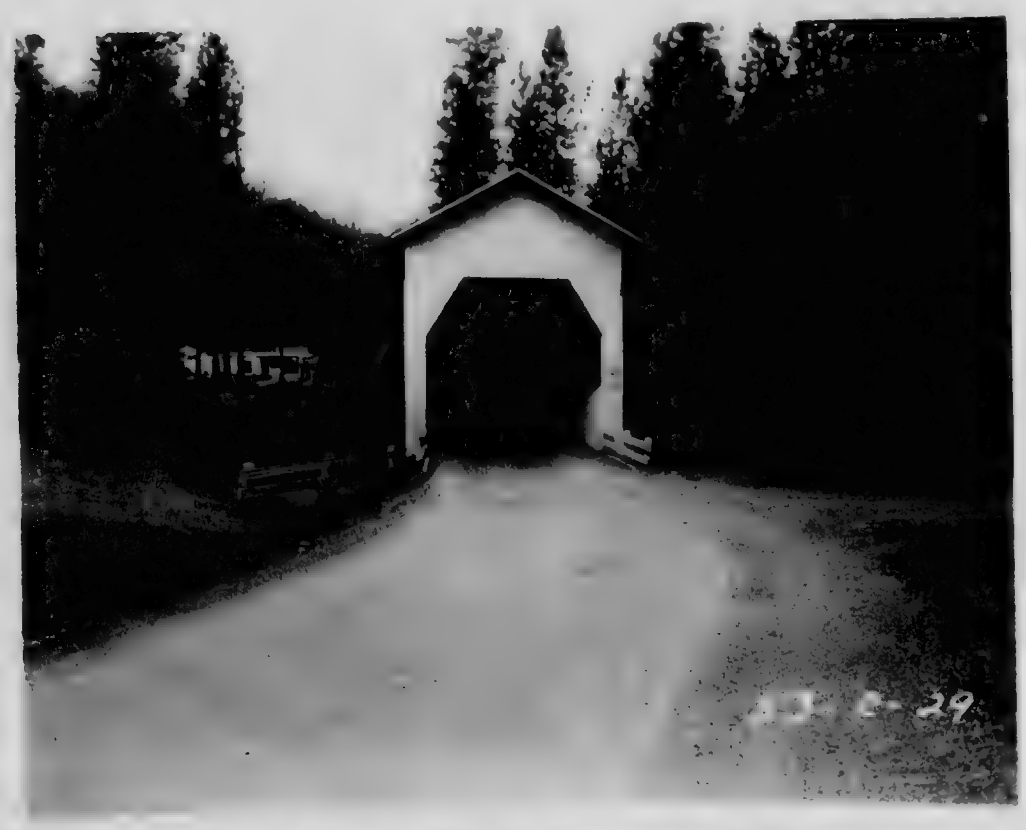
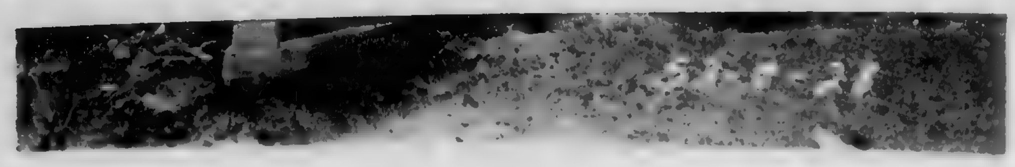
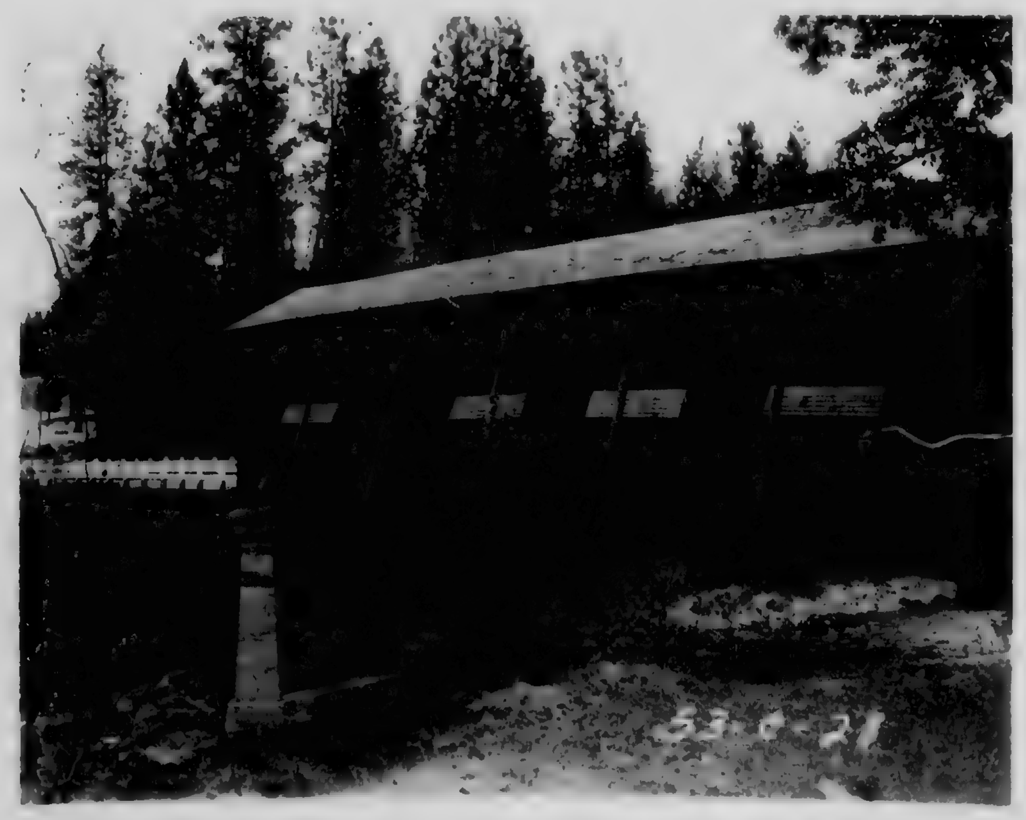
1953 4-195


53-E-29


53-E-21

1953 & 195


53-6-21

1953 & 195

Form A-190—10M—7-56

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

INVOICE

Oregon State Highway Department

SALEM, OREGON

Contract 4622
S-173(3)

Jackson County
Medford, Oregon

Attn: County Court

Invoice No. 52380

Date September 9, 1957

Your Req. No.

Billing Request No. cc 356

Credit distribution: 515-1050-297

Final Billing McKee (Applegate River) Bridge, Br. 559, covered by agreement dated 1/16/56.

Original advance deposit	12,390.00	
Less amount previously transferred	9,890.00	
Balance in advance deposit fund		2,500.00
County share total cost as per att'chd statement	11,238.95	
Less amount previously transferred	9,890.00	1,348.95
Amount to be refunded		1,151.05

NOTED
C. G. SWENSON

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request $ ____________

NOTED
JOHN D. GRAHAM

State Printing 96055

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

cc: Mr. Paul Rynning, Co. Engr.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
V. R. JONES

September 6, 1957

NOTED
Harold C. Ayers

Jackson County Court
Courthouse
Medford, Oregon

NOTED
John F. Hagemann

Gentlemen:

Final costs, as shown in the attached statement, are now available for the McKee (Applegate River) Bridge on FAS 559. The agreed county share of these costs is $11,238.95 and, as the county initially deposited $12,390, a refund of $1,151.05 is due. This refund will be made by means of a check from our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

cc: Mr. Paul Rynning, Co. Engr.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

COMPLETED 2/16/57

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County Jackson

Contract No. 4623

Date 9/6/57

FAS 959

Section McKee (Applegate River) Bridge

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
Payments to contractor as per attached tabulation ----------------				$54,551.35
Construction Engineering --				3,941.54
TOTAL CONSTRUCTION COSTS -------------------				$58,492.89
FEDERAL FUNDS COLLECTED FOR PROJECT----------				$36,015.00

AGREED COUNTY SHARE OF TOTAL COST
(50% of difference between total costs and Federal funds)
($58,492.89 - $36,015) X 1/2 = $11,238.95

County Advance Deposit	$12,390.00
Less County Share Costs	11,238.95
REFUND DUE COUNTY	$ 1,151.05

JVH:mm

Contract No. 48-3

10

Item	Unit	Unit Prices	Total Quans.	Total Amount
1. Structural Excavation	c.y.	15.00	171.9	2,578.50
2. Class "A" Concrete	c.y.	64.50	565.68	36,486.36
3. Metal reinforcement	lb.	.118	131,303	15,493.75
PA#1 Cement Adjustment favor of State	bbl.	4.14	-9.0	- 37.26
PA#2 Paint Rocker Assemblies	all	30.00	all	30.00
			Total	54,551.35

By

C. G. Swenson
Acting Engr., County and City Relations

JDG:mm

cc: Mr. Paul B. Rynning,
County Engineer

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

April 3, 1957

NOTED
Harold C. Ayers

Jackson County Court
Courthouse
Medford, Oregon

NOTED
John F. Hagemann

Gentlemen:

This is to advise you that Contract No. 4623 for constructing the McKee Bridge on FAS 559 in Jackson County was completed on February 16, 1957.

Under the terms of the agreement signed by the Court on January 16, 1956, and by the Highway Commission on January 24, 1956, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Acting Engr., County and City Relations

JDG:mm

cc: Mr. Paul B. Rynning,
County Engineer

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

RECEIVED
APR 5 - 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 22, 1957

(CONTRACT NO.) S-123(1)	(EST. NO.)	(CONTRACTOR)
4621	10-Final	R & M Construction Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
6357	H-176693	$ 4,461.28	3/22/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Nov. 30, 1956

Time Extensions: to Feb. 28, 1957

Completion Date: Feb. 16, 1957

Date Accepted: March 28, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-3-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: APR 3 1957

Ruth Rawlings

[illegible]

RECEIVED
MAR 13 1957
FOR FILING

S-173(E)

4623

195

March 12, 1957

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 4623 for work performed on the McKee Bridge on the Applegate Highway in Jackson County was completed by the contractor, R & M Construction Co., on February 16, 1957 but has not as yet been accepted by the Commission.

Final payment in the amount of $4,461.28 will be paid to the contractor after acceptance by the State Highway Commission. The total contract amount is $54,551.35 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

gl

A

RECEIVED
DEC 28 1956
FOR FILING
S-173 (3)
4623

FORM E-120 [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 28, 1956

R & M Construction Co.
136 Main St.
Central Point, Oregon

Gentlemen:

The State Highway Commission at its meeting held on December 17 had under discussion your request for an extension of time from November 30, 1956 to February 28, 1957 within which to complete your contract No. 4623, for constructing the McKee Bridge over the Applegate River on the Applegate Highway in Jackson County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Morgan,
Division Engineer

Philip M. Oakley,
Resident Engineer

F. M. Stephenson,
Bridge Engineer

A

FORM 2-100 REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
DEC 28 1956
FOR FILING
2-19-[illegible]
4623

December 28, 1956

R & M Construction Co.
136 Main St.
Central Point, Oregon

Gentlemen:

The State Highway Commission at its meeting held on December 17 had under discussion your request for an extension of time from November 30, 1956 to February 28, 1957 within which to complete your contract No. 4623, for constructing the McKee Bridge over the Applegate River on the Applegate Highway in Jackson County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Morgan,
Division Engineer

Philip M. Oakley,
Resident Engineer

[illegible] M. Stephenson,
Bridge Engineer

RECEIVED
DEC 14 1956
FOR FILING

S-12 (2)

4623

December 13, 1956

Request for Extension of Time
No. 27
December 17 and 18 meeting

Oregon State Highway Commission

Gentlemen:

Re: Applegate River Bridge in Jackson Co.
Contract No. 4623

The R & R Construction Company, contractor on the Applegate River Bridge on the Applegate County Road in Jackson County, has requested an extension of time from November 30, 1956, to February 28, 1957, in which to complete the project.

Exceptionally high water last spring delayed the excavation for footings and the placing of falsework across the river. Since starting work, the contractor has made satisfactory progress. The delay in completion of the structure will not inconvenience the travelling public as the County never intended to place the approach fills until the arrival of suitable weather in the spring of 1957.

It is recommended that this extension of time be granted without penalty. This is a secondary highway project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

W. C. Williams
State Highway Engineer

FMS/mm

Attached

RECEIVED
MAY 1 - 1956
FOR FILING

S-173(3)
4823

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

8-1996

State Oregon
County Jackson
Project No. S-173(3)

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 23rd day of Apr., 1956, by and between the Oregon State Highway Commission constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 18th day of October, 1955, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.057 miles of bridge construction
(Character of work)

between FAS 268 at Ruch and a county road junction in Sec. 5, T. 40 S., R. 3 W., W.M.,
(Control points)

consisting of 0.000 miles of roadway and one (Number) bridge~~s~~ totaling 0.057 miles in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of thirty-seven thousand, five hundred and 00/100 dollars ($ 37,500.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is sixty thousand, six hundred five and 27/100 dollars ($ 60,605.27).

PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By____________________
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By____________________
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS
By____________________
Division Engineer, Bureau of Public Roads

Oregon State Highway Department

Federal Aid Secondary
Project No. S-173(3)

McKEE (APPLEGATE RIVER) BRIDGE

ON THE APPLEGATE RIVER IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Feb. 27, 1956

Type Code E021
McKee Bridge (Sta. 85+24 to Sta. 88+36)(Contract No. 1620)

195 cu. yd.	Structural Excavation	$ 15.00	$ 2,925.00
568 cu. yd.	Class "A" Concrete	64.50	36,636.00
131,650 lbs.	Metal Reinforcement	0.118	15,534.70
	Subtotal		$ 55,095.70
	10% Engr. & Cont.		5,509.57
	Total		$ 60,605.27

Length of Structure 0.057

Federal Funds- -	$ 37,500.00
State Funds- -	11,552.63
County funds -	11,552.64
	$ 60,605.27

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maint: Chap. 529, laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Jackson County.

FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1956

SUBJECT: FAS County Road Projects

To: Mr. S. H. Probert
OFFICE

Attention: Mr. J. W. Nash

The following FAS projects, upon which bids were received January 26 and 27, are covered by agreements which require collection of the full federal percentage on total costs up to the sum set after each project:

County	Section	Project	Amount
Jackson	McKee (Applegate River) Bridge	S-173(3)	$ 64,000
Linn	Oak Creek Bridge)	S-119(3)	$ 74,000
Linn	Oak Creek Bridge)	S 148(2)	
Wallowa	Weaver (Wallowa River) Bridge	S-203(2)	$ 34,000
Tillamook	Short Creek Section	S-1(3)	Federal funds of $24,000 as programmed.

J.F.H.
John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm

RECEIVED
MAR 7 - 1956
FOR FILING

S-173 (3)
4623

March 6, 1956

R & M Construction Co.
136 Main St.
Central Point, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4623, which was awarded to you by the State Highway Commission on February 16, for constructing McKee Bridge over the Applegate River on the Applegate Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

NOTED
V. R. JONES

February 20, 1956

NOTED
Harold C. Ayers

Mr. Paul B. Rynning
Jackson County Engineer
Courthouse
Medford, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Dear Mr. Rynning:

Contract No. 4623 was awarded February 16th to R. & M. Construction Company for construction of the McKee Bridge on FAS 559. A copy of the contract is being forwarded under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

Form A-1[illegible]

NOTED
Harold C. Ayers

INVOICE
Oregon State Highway Department
SALEM, OREGON

NOTED
V. R. JONES

Jackson County
Medford, Oregon

Attn: County Court

NOTED
J. W. CATTRALL

J. F. HAGEMANN

Invoice No. 43742

Date February 20, 1956

Your Req. No.

Billing Request No. cc-216

Credit distribution: 515-1050-291

Advance Deposit	12,390.00
Partial transfer county's share total cost. McKee Bridge, FAS 559, Jackson County. Covered by agreement dated January, 1956.	9,890.00
To be retained	$ 2,500.00

ACKNOWLEDGMENT OF BILLING REQUEST

State Printing 88944

Cash Received with Request: $................

By..

JDG:mm
Att.

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

Salem, Oregon
February 7, 1956

Advance Deposit
FAS 559, Jackson County
McKee Bridge

Mr. C. H. Maison
OFFICE

NOTED
J. F. HAGEMANN

Attached is Jackson County Warrant No. 3711 in the amount of $10,900.40. This deposit added to an amount of $1,489.60 due Jackson County as a refund on the Cameron Bridge FAS project makes a total of $12,390.00 which represents the county's share of the estimated total cost for the construction of McKee Bridge over Applegate River on FAS 559.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

PAUL B. RYNNING
ENGINEER AND SURVEYOR
REG. ENGINEER NO. 798
MEMBER A. A. E.
MEMBER P. E. O.

C. Z. BOYDEN
DEPUTY SURVEYOR
REG. SURVEYOR NO. 7
MEMBER A. A. E.

OFFICE OF ENGINEER
JACKSON COUNTY
MEDFORD, OREGON

February 6, 1956

Mr. John W. Cattrall
Engineer, County and City Relations
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cattrall:

Enclosed find Jackson County warrant in the amount of $10,900.40 to cover advance deposit on McKee Bridge; the amount computed as follows:-

Deposit required per your letter of 1-27-56	$12,390.00
Less credit refund due for Cameron Bridge	- 1,489.60
Leaving a Net of	$10,900.40

We are having a little difficulty in getting our rights of way for the McKee Bridge. Independent appraisers have been appointed by the County Court, and, as soon as we receive their report, we will make new offers to the owners. If they will not accept the offers, the county will start condemnation proceedings immediately. I will advise you as soon as I know definitely what will be done.

Very truly yours,

Paul B Rynning

Paul B. Rynning
County Engineer

PBR:op

Enclosure

RECEIVED
FEB 7 1956
ENGINEER
COUNTY & CITY RELATIONS

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

January 27, 1956

NOTED
Harold C. Ayers

Mr. Paul Rynning
Jackson County Engineer
Medford, Oregon

NOTED
J. F. HAGEMANN

NOTED
J. F. HAGEMANN

Dear Mr. Rynning:

On January 27th the Highway Commission received a satisfactory bid from R & M Construction Company of Central Point for construction of the McKee Bridge on FAS 559. As per the agreement between State and County, an advance deposit of 20% of the estimated total cost based on the low bid received is required prior to signing a contract. The amount of this deposit is as follows:

Bid Items	$55,095.70
12-1/2% Engineering & Contingencies	6,886.96
Estimated Total Cost...............	$61,982.66
Advance Deposit of 20%.............	$12,390.00

Please make this deposit by means of a check or warrant in the amount of $12,390 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of the deposit and a letter certifying that all required right-of-way has been obtained, a contract will be signed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

12,390.00
Less 1489.60
Cnty Deposit — $10,900.40

JFH:mm

RECEIVED
FEB 20 1956
FOR FILING

FORM 230—50M—2-55—82966

5-[illegible] (3)
4623

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 17, 1956

SUBJECT: Jackson County FAS Project
FAS 559, McKee Bridge

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

Jackson County has made the required deposit and obtained all right-of-way on the McKee Bridge project. This project is now clear and a contract may be awarded.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JWC:mm

cc: P. M. Stephenson
S. H. Probert

RECEIVED
FEB 17 1956
OFFICE OF
STATE HIGHWAY ENGINEER

PAUL B. RYNNING
ENGINEER AND SURVEYOR
REG. ENGINEER NO. 788
MEMBER A. A. E.
MEMBER P. E. O.

C. Z. BOYDEN
DEPUTY SURVEYOR
REG. SURVEYOR NO. 7
MEMBER A. A. E.

OFFICE OF ENGINEER
JACKSON COUNTY
MEDFORD, OREGON

NOTED
J. W. CATTRALL

February 16, 1956

NOTED
Harold C. Ayers

NOTED
W. R. JONES

Mr. John W. Cattrall
Engineer, County and City Relations
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cattrall:

This is to confirm my telephone conversation this afternoon that Jackson County acquired necessary county road rights-of-way for the McKee Bridge project. This will enable you to have the contract executed by the successful bidder and the State Highway Department.

The county will have some fencing to do which they will do immediately, and the contractor should be able to start within the next day or two.

Very truly yours,

Paul B. Rynning
County Engineer

NOTED

PBR:op

RECEIVED

RECEIVED
FEB 17 1956

RECEIVED
FEB 27 1956
FOR FILING

S 5173 (31)
4623

WESTERN UNION
TELEGRAM

February 16, 1956

R & M Construction Company
136 Main Street
Central Point, Oregon

Gentlemen:

The State Highway Commission on January 27, 1956 accepted your proposal for construction of the McKee Bridge over the Applegate River on the Applegate County Road in Jackson County for the sum of $55,095.70 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4621.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jms

cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Attn: Dorothy McCormack

R. G. Savage (SIAC)
Forrest Cooper
S. H. Probert
P. M. Stephenson

MESTIC SERVICE	
the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

S
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 16, 1956
4:00 p.m.

R & M Construction Co.
136 Main Street
Central Point, Oregon

Contract for McKee Bridge on Applegate County Road, Jackson County, for which you submitted low bid on January 27, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Files ✓
C. W. Head

H. B. Glaisyer
Secretary

rn
Attach: 5

RECEIVED
JAN 26 1956
FOR FILING

S-173 (3)
41-2-3

file

Salem, Oregon
January 25, 1956

McKee (Applegate River) Bridge
FAS 559, Jackson County
S-173 (3)

Mr. John W. Cattrall
City & County Relations Dept.
Office

MAINT. 263
FINANCE 114

Attached hereto for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Jackson County covering the McKee (Applegate River) Bridge on FAS 559 in Jackson County.

One fully executed copy of each of the above agreements has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Jackson County.

H. B. Glaisyer
Secretary

rn
Attach: 5

RECEIVED
JAN 26 1956
FOR FILING

Court
Bridges
7-4

January 25, 1956

County Court of Jackson County
Court House
Medford, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Jackson County one fully executed copy each of a maintenance agreement and finance agreement covering the McKee (Applegate River) Bridge on FAS 559 in Jackson County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]
Enc. 2

FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 19, 1956

SUBJECT: McKee (Applegate River) Bridge
FAS 559, Jackson County
S-173(3)

To: Mr. W. C. Williams
OFFICE

REFERRED TO

Glaisyer

BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the McKee (Applegate River) Bridge on FAS 559 in Jackson County.

Two copies of the agreement have been executed by the County Court and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on August 11, 1955.

John D. Graham

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE Bids to be received Jan 20, 1956

1-16-56

OREGON PROJECT S-173(3)
FAS 559

RESOLUTION

WHEREAS, a county road in Jackson County, State of Oregon, known as the Applegate County Road, is routed through the County of Jackson, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Jackson County, the section adopted for improvement being more particularly described as follows; to wit:

> A reinforced concrete bridge over the Applegate River located approximately 9 miles south of Ruch.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Jackson will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Jackson County, Oregon, that no encroachments will be permitted on the county road known as the Applegate County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Jackson County, Oregon, this 16th day of January, 1956.

BY:

County Judge

County Commissioner

County Commissioner

ATTEST:

Bereth P. Hopkins
County Clerk
By Irene L. Brenner
Deputy

cc-12(1955)

NOTED
V. R. JONES

NO
Harold C. Ayers

January 12, 1956

NOTED
J. W. CATTRALL

Mr. Paul Rynning
Jackson County Engineer
Medford, Oregon

Dear Mr. Rynning:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the McKee (Applegate River) Bridge on FAS 559 upon which bids will be received January 27th.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The $64,000 limitation of FAS funds represents the balance of fiscal year 1957 funds available to Jackson County. The estimated total cost for this bridge including engineering and contingencies is $63,800; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The maintenance agreement and encroachment resolution are standard proforms required by the Bureau of Public Roads in connection with projects of this nature.

The set of plans and specifications is for your information and records. The specifications provide that the project shall be completed not later than November 30, 1956.

If satisfactory, please have the County Court sign, the County Clerk attest, with seal, and return all copies of each agreement and five copies of the resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the county's records. All documents should be mailed so as to arrive in Salem not later than January 20th.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Encl.

JACKSON COUNTY COURT

JACKSON COUNTY COURT HOUSE
MEDFORD, OREGON

January 5, 1956

Oregon State Highway Department
Salem
Oregon

Re FAS-559

Attention - John W. Cattrall, ✓
Engineer County and City Relations

Gentlemen:

With reference to your letter of January 3rd, informing the Court that a refund of $1489.60 is due the county after final costs were determined on the Cameron Bridge.

We would prefer to have this amount applied on the proposed new McKee Bridge rather than a cash refund. ✓ You have informed Paul B. Rynning, County Engineer, that your Department would soon call for bids on this Bridge and if this amount is applied it would save this much on our budget.

Yours very truly,

Rodney Keating

Rodney Keating
County Judge

RECEIVED
6 1956
OREGON
STATE HIGHWAY COMMISSION

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

NOTED
J. W. CATT[illegible]

08-35

September 30, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: County & City Relations

Dear Sir:

Attached is a copy of Division Engineer Andrews' September 29, 1955 letter approving the minor system change for FAS Route 559 in Jackson County, Oregon.

Revised system tabulation pages are not required since no change in mileage or description is involved.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
OCT 3 - 1955
[illegible]

Encl.

NOTED
J. F. HAGEMANN

RECEIVED
SEP 30 1955
STATE H[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX [illegible]
PORTLAND 8, OREGON

September 29, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Through: Mr. C. G. Polk,
District Engineer

Dear Mr. Baldock:

We approve, effective this date, the revision of Route 559 of the Federal aid secondary highway system in Jackson County, Oregon. The revision is approved as described in your September 19 letter to Mr. Polk, District Engineer, and as delineated on the maps that accompanied that letter.

The statement in the above mentioned letter is accepted as evidence of compliance with the requirement of Section 3(b) of the Federal Aid Highway Act of 1944 relative to cooperation with appropriate local road officials.

No change in mileage or description is involved.

Very truly yours,

F. E. Andrews

F. E. ANDREWS,
Division Engineer

FORM E-123 50M REVISED 3-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

September 19, 1955

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Dear Mr. Polk:

Enclosed for your approval as a minor change are three prints of a general highway map of Jackson County upon which a short revision in the route of FAS 559 is shown in color.

The proposed revision of FAS 559 follows a new and improved alignment for approximately 0.5 mile at the southerly end of the route. This relocation is presently being constructed by Jackson County and will result in the elimination of two severe horizontal curves and the replacement of a narrow, badly deteriorated wooden bridge over the Applegate River.

That portion of FAS 559 to be eliminated from the route will be abandoned as a county road from the county road junction on each side of the existing bridge. The remaining short section will remain a county road.

Jackson County is presently performing the road work on the new alignment and plans to use available FAS funds for construction of the required new bridge over the Applegate River.

No change in mileage or description is involved.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Deputy State Highway Engineer

RECEIVED
SEP 20 1955

JFH:mm
Encl.
cc: J. W. Cattrall ✓

NOTED
J. W. CATTRALL

Salem, Oregon
September 19, 1955

Mr. W. C. Williams
OFFICE

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Enclosed is a suggested letter, with map attachment, to the B.P.R. requesting approval of a minor change in the route of FAS 559 in Jackson County.

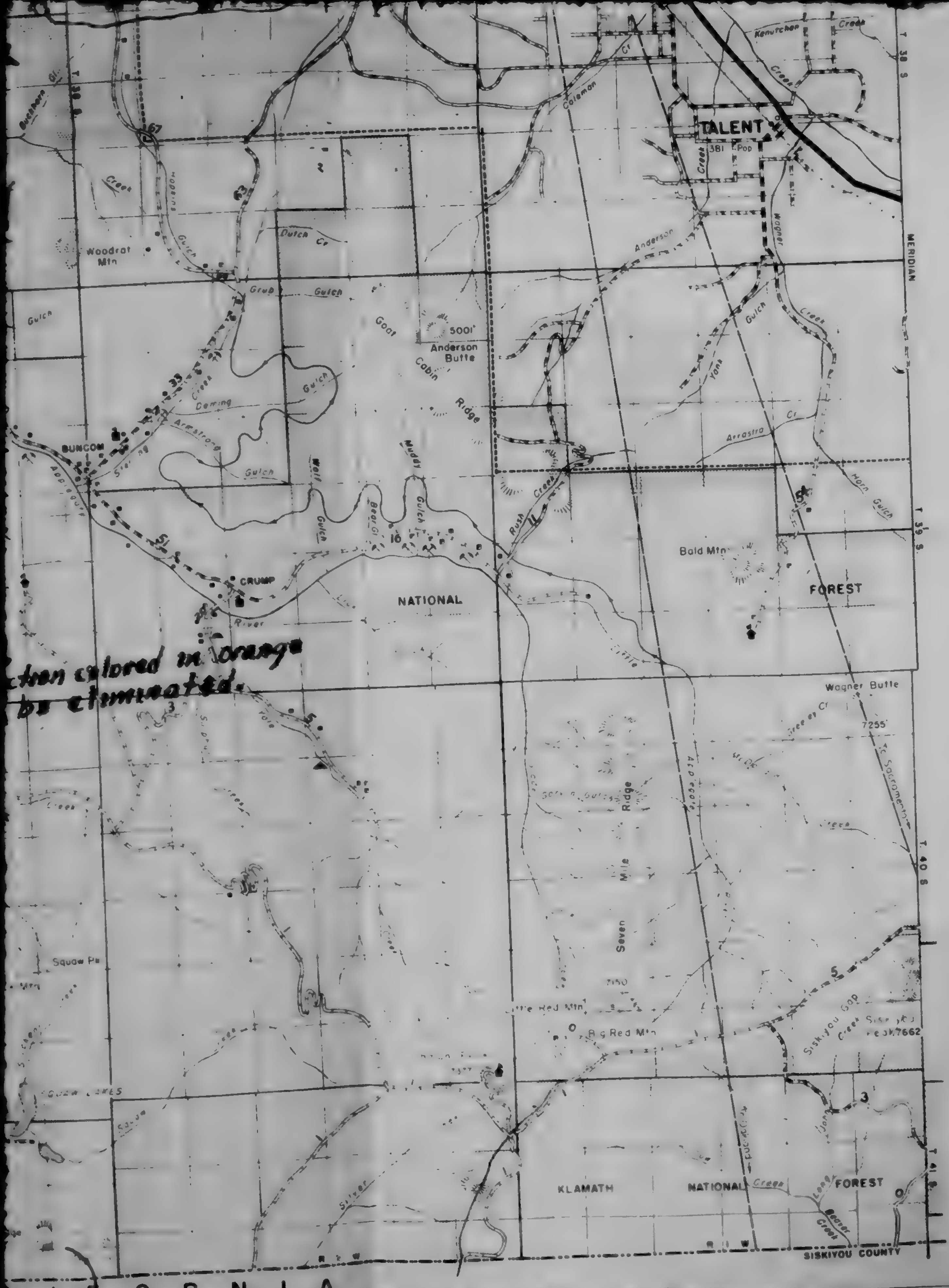
If satisfactory three copies of the map and letter of transmittal should be forwarded to the B.P.R.

John W. Cattrall
Engineer, County and City Relations

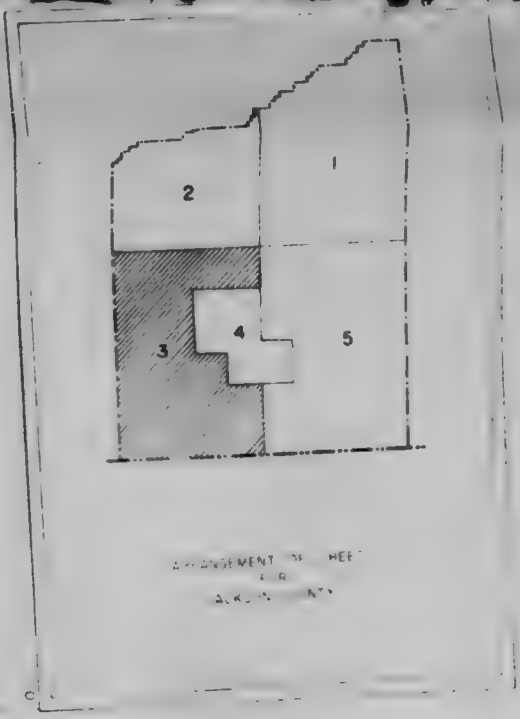
By

John F. Hagemann
Assistant Engineer

JFH:mm
Encl.


TALENT
381 Pop
Kenutchen Creek
Coleman Cr
Anderson
Wagner
Yona Gulch
Arrastra Cr
Horn Gulch
Woodrat Mtn
Dutch Cr
Grub Gulch
Goat
Cabin
Ridge
5001'
Anderson Butte
BUNCOM
Deming
Armstrong
Gulch
Wolf Gulch
Muddy Gulch
Bear Gl
Rush Creek
CRUMP
River
NATIONAL
FOREST
Bold Mtn
MERIDIAN
T 38 S
T 39 S
T 40 S
T 41 S
Wagner Butte
7255'
Seven Mile Ridge
Little Red Mtn
Big Red Mtn
Siskiyou Gap
Siskiyou Peak 7662
Squaw Pe
KLAMATH
NATIONAL
FOREST
Beaver Creek
SISKIYOU COUNTY
R W
50'
I F O R N I A

ction colored in orange
be eliminated.


1
2
3
4
5
ARRANGEMENT OF SHEETS
FOR
JACKSON COUNTY

N

GENERAL HIGHWAY MAP
JACKSON COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

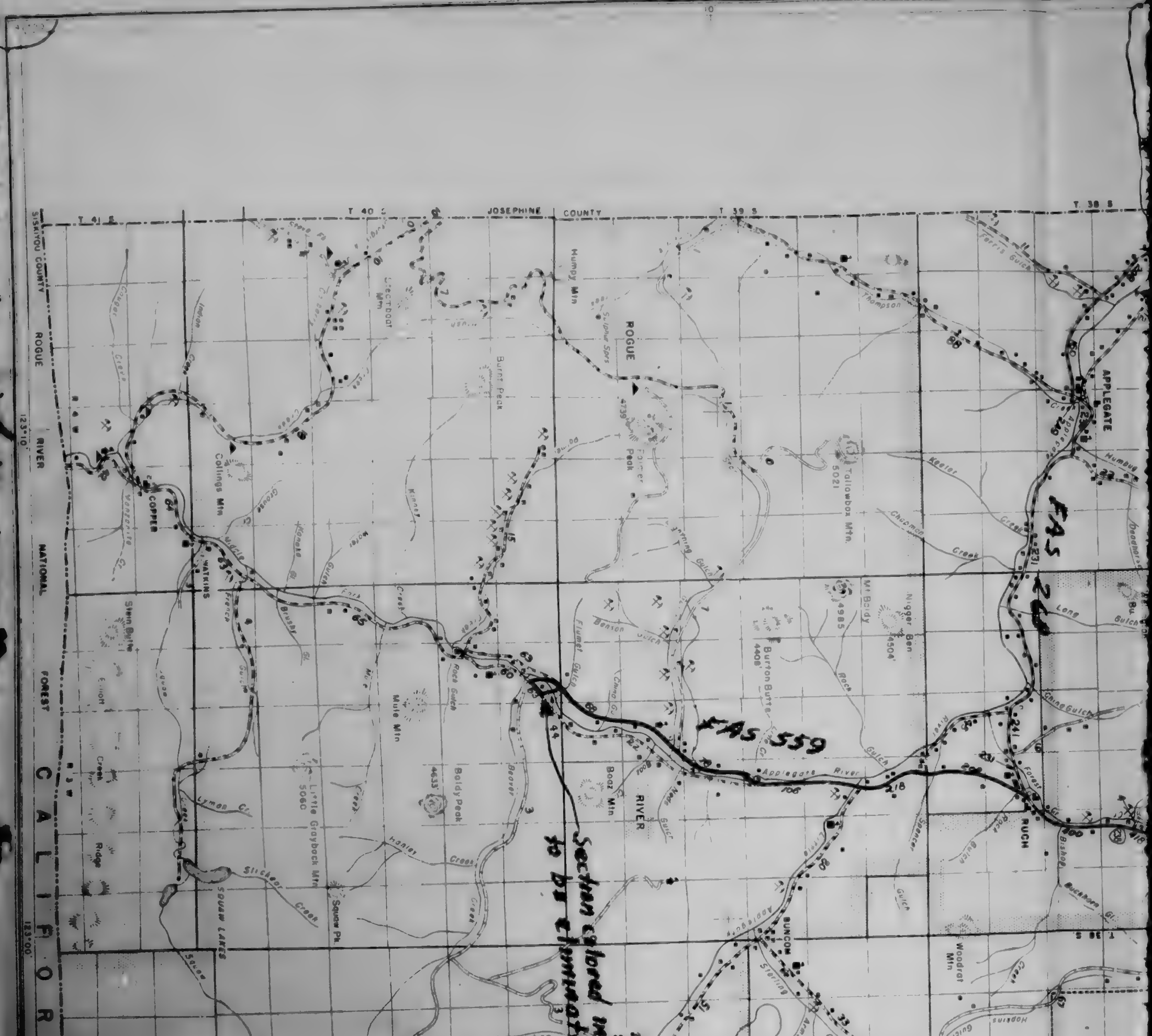
SCALE

0 1 2 3 4 Miles

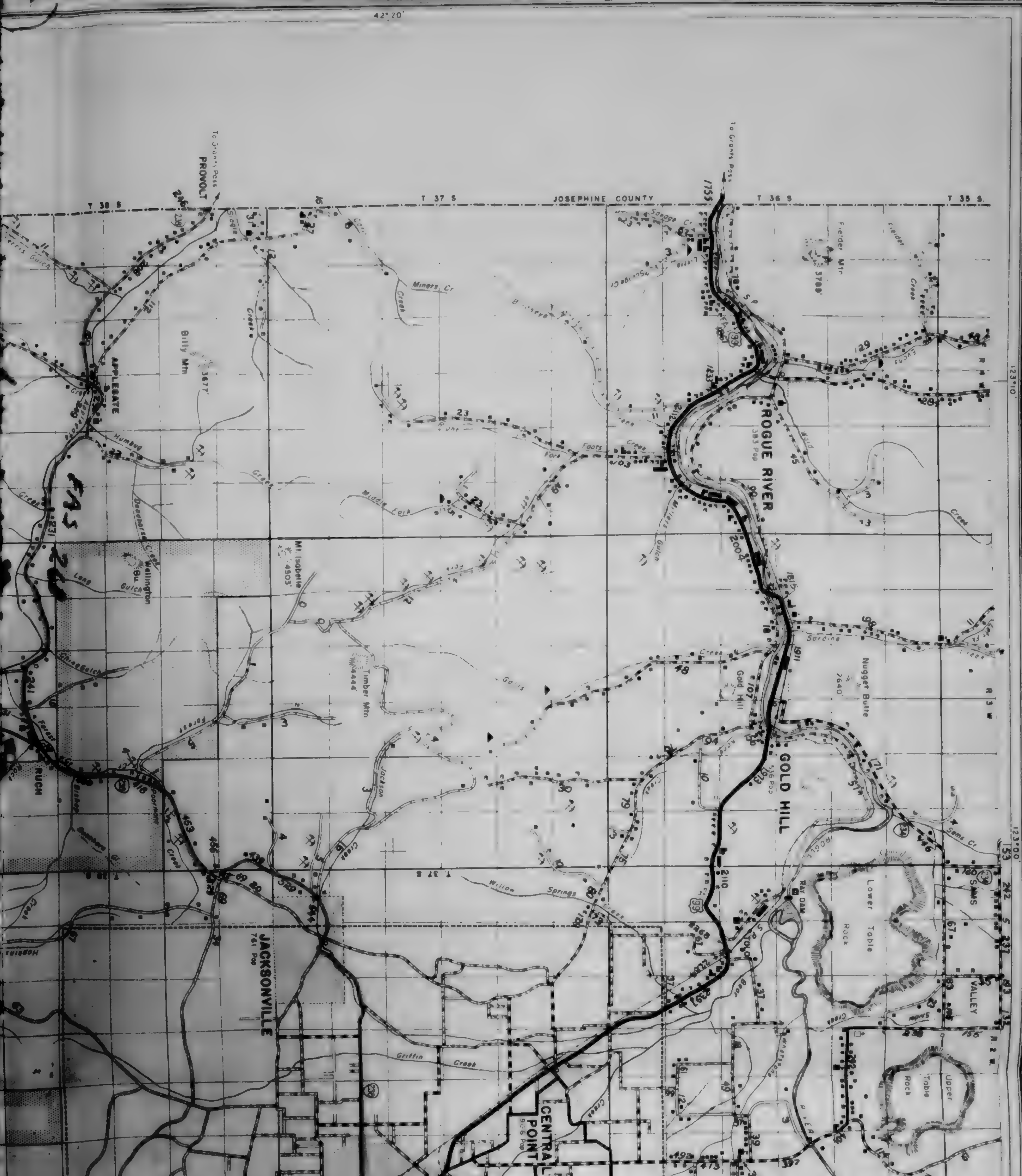
1936
REVISED 1939

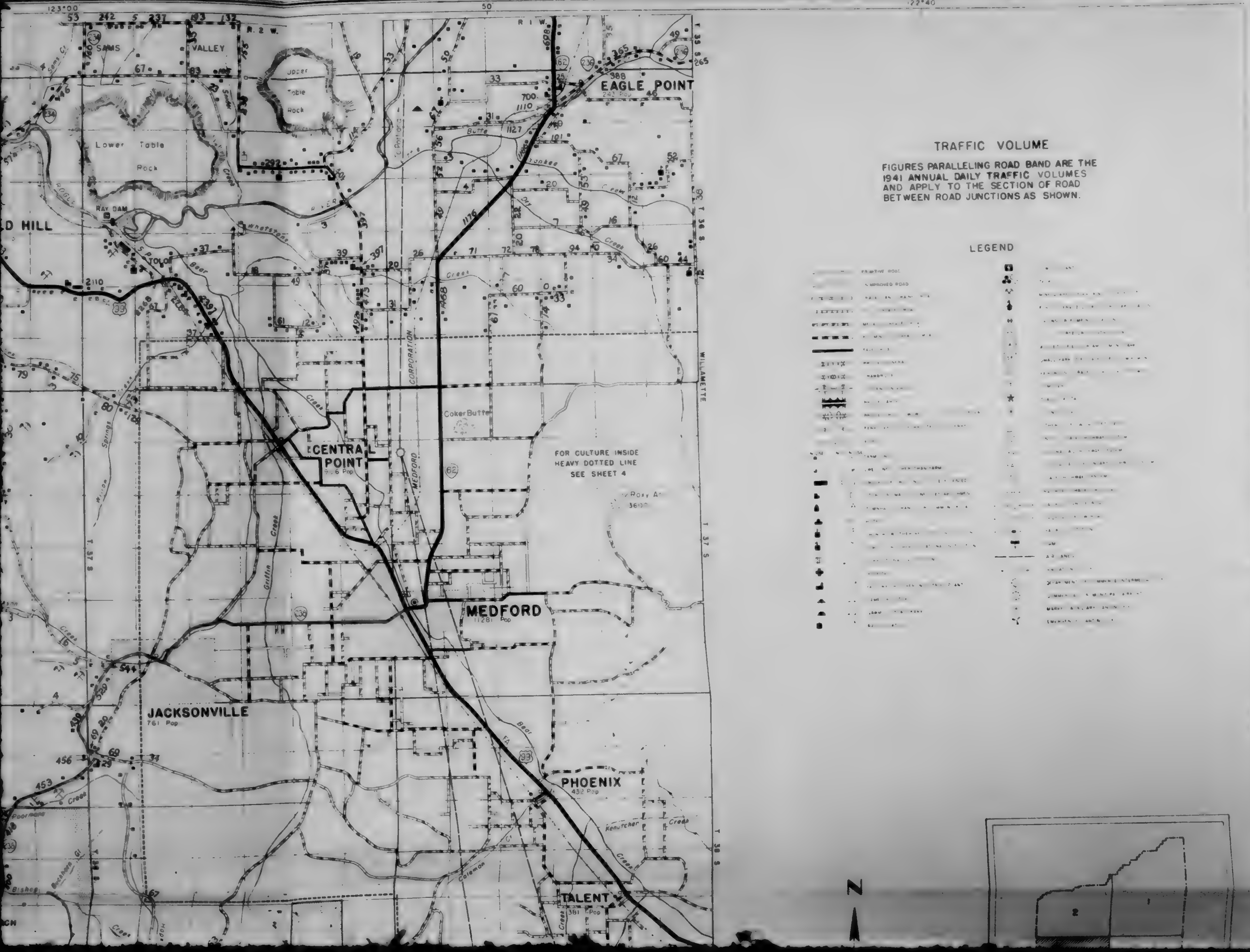
SHEET 3 OF 8 Polyconic Projection

122°40'


JOSEPHINE COUNTY
T 41 S
T 40 S
T 39 S
T 38 S
SISKIYOU COUNTY
ROGUE RIVER NATIONAL FOREST
123°10'
123°00'
30'
CALIFORNIA
Humpy Mtn
Steamboat Mtn
Burnt Peak
Sulphur Sprs
ROGUE
Farmer Peak 4739
Collings Mtn
COPPER
WATKINS
Tallowbox Mtn. 5021
APPLEGATE
Thompson
Ferris Gulch
Keeler Creek
Chapman Creek
Humbug
Long Gulch
China Gulch
Mt Baldy 4985
Nigger Ben 4504'
Burton Butte 4408'
Benson Gulch
Flumet Gulch
Mule Mtn
Baldy Peak 4633
Boaz Mtn
RIVER
Applegate River
RUCH
Forest Cr
Bishop
Buckhorn Gr
Spencer
Little Grayback Mtn 5060
Squaw Pk
SQUAW LAKES
Slickear Creek
Lyman Cr
Stein Butte
Elliott Creek
Ridge
Beaver Creek
Hanley Creek
BUNCOM
Sterling
Armstrong
Deming
Woodrat Mtn
Hopkins Gulch
CRUMP
Sulphur
Yale Creek
Wolf Gulch
Bear Gulch
NATIONAL
Anderson Butte 5001'
Cabin
Rush Creek
Dutchman Peak 7377'
Little Red Mtn
Big Red Mtn 7150
Seven Mile Ridge
KLAMATH NATIONAL
Applegate
Bold Mtn
Anderson Creek
TALEN
To Oakland
FAS 559
FAS 260

Section colored in orange to be eliminated.


42°20'
To Grants Pass
PROVOLT
T 38 S
T 37 S
JOSEPHINE COUNTY
T 36 S
T 35 S
To Grants Pass
Savage Cr
Frieder Mtn
3788'
Miners Cr
Billy Mtn
3677'
APPLEGATE
Humbug
Foots Creek
Middle Fork
ROGUE RIVER
383 Pop
123°10'
Mt Isabelle
4503'
Wellington
Long Gulch
Sardine
Nugget Butte
2640'
Gold Hill
Timber Mtn
4444'
Jackson
R 3 W
GOLD HILL
536 Pop
RUCH
Sams Cr
123°00'
T 37 S
Willow Springs
RAY DAM
Lower Table Rock
SAMS
VALLEY
R 2 W
JACKSONVILLE
761 Pop
Griffin Creek
Upper Table Rock
CENTRAL POINT
906 Pop
To Portland
MEDFORD
CORPORATION
Coker Butte
MEDFORD
11281 Pop
R 1 W
FAS 264


EAGLE POINT
243 Pop
CENTRAL POINT
MEDFORD
11281 Pop
JACKSONVILLE
761 Pop
PHOENIX
432 Pop
TALENT
381 Pop
SAMS
VALLEY
Upper Table Rock
Lower Table Rock
RAY DAM
D HILL
Coker Butte
Rosy A
3600
MEDFORD CORPORATION
To Portland
Griffin Creek
Bear Creek
Kenutcher Creek
Coleman Cr
Bishop
Wilson Springs
Poormans Creek
Rogue River
Whetstone
Butte
Yankee Creek
Dry Creek
WILLAMETTE
T 36 S
T 37 S
T 38 S
T 39 S
R 1 W
R 2 W
123°00
122°40
50
FOR CULTURE INSIDE HEAVY DOTTED LINE SEE SHEET 4
N
PRIMITIVE ROAD
UNIMPROVED ROAD
1
2

TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1941 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

LEGEND

September 15, 1955

NOTED
Harold C. Ayers

MEMO: To J. W. Nash

Re: Applegate River Bridge
F. A. S. Route 559

This project is located approximately 8 3/4 miles south of the junction of F. A. S. 559 with F. A. S. 268 at Ruch.

The proposed project is to construct a reinforced deck girder concrete bridge 302 feet in length on an improved alignment. Horizontal clearance of the new structure will be 24 feet. The existing bridge is a 210' long timber truss having a horizontal clearance of 15'-3" and is on poor alignment. Both the existing structure and alignment are inadequate for the type and volume of traffic using this section of road. The F. A. S. project is for the structure only, with Jackson County to perform all required road work without Federal cooperation.

This route serves an agricultural area raising cattle, sheep, and dairy products. It also serves as an outlet for extensive logging operations adjacent to its southern termini.

The entire length of this route has been improved to an 18' wide oil mat wearing surface with 3' shoulders. No further improvements are planned in the near future.

- - -

Jackson County
Bridge Length - 302'

Funds:		
	Federal	$45,000
	County	15,000
	State	15,000
	Total	$75,000

NOTED
I F HAGEMANN

PAUL B. RYNNING
ENGINEER AND SURVEYOR
REG. ENGINEER NO. 799
MEMBER A. A. E.
MEMBER P. E. O.

C. Z. BOYDEN
DEPUTY SURVEYOR
REG. SURVEYOR NO. 7
MEMBER A. A. E.

OFFICE OF ENGINEER
JACKSON COUNTY
MEDFORD, OREGON

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

RECEIVED
AUG 18 1955
EN[illegible]
CO[illegible] RELATIONS

August 16, 1955

Mr. John W. Cattrall
Engineer, County and City Relations
Oregon State Highway Department
Salem, Oregon

NOTED
J. F. H[illegible]ANN

Dear Mr. Cattrall:

I am now located on the ground floor of the new courthouse annex, and my phone number has been changed to 2-8311. I thought you would want this number in your files. It may be that other heads of departments may want this number; such as, Paxson and Baldock. I will appreciate it if you will notify them accordingly.

I expect to leave on my vacation next Saturday, August 20, and will be gone two months or ten weeks.

If you or someone from the bridge department would like to go over the site of the proposed new McKee bridge on the Applegate Road and will advise this office ahead of time, I can arrange to have either my field crew or my office man go over the job with you.

I have no particular time schedule or places to go during my vacation except to attend the American Road Builders' conference at Gatlinburg, Tennessee, September 12-15. Mrs. Rynning has not been too well, and we are just going to take a leisure trip driving to Tennessee and perhaps back by the southern route.

Very truly yours,

Paul B Rynning

Paul B. Rynning
County Engineer

NOTED
J F HAGEMANN

PBR:op

RECEIVED
AUG 18 1955
STATE H[illegible] COMMISSION

FORM B-123 90M REVISED 2-55

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
J. W. CATTRALL

August 16, 1955

IN REPLY PLEASE REFER TO

County Court of Jackson County
Courthouse
Medford, Oregon

NOTED
Harold C. Ayers

Gentlemen:

The State Highway Commission at its last meeting discussed your request for an additional 1957 county federal-aid secondary highway project, particularly the McKee Bridge on Federal-aid Secondary Highway No. 559, which is estimated to cost $63,000.

You will be pleased to know that the Commission approved the request. You will be advised of details by Mr. John W. Cattrall, Engineer, County and City Relations.

COPY

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

cc: John W. Cattrall ✓

RECEIVED
AUG 17 1955

NOTED
J. F. HAGEMANN

NOTED
W. R. JONES

J. W. CATTRALL

Salem, Oregon
August 15, 1955

NOTED
J. W. CATTRALL

Mr. Tom Edwards, Division Engineer
Oregon State Highway Department
Roseburg, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Fa. 559

On August 11th the Highway Commission approved the fiscal year 1957 county FAS project in Jackson County as shown in the tabulation of which four copies are enclosed.

As stated in the tabulation, Mr. Rynning, Jackson County Engineer, is furnishing all required field data directly to the Bridge Division and no additional preliminary engineering will be required by your division personnel.

I advised your Office Engineer by 'phone sometime ago that Mr. Polk, District Engineer, had agreed to approve the Morse Ranch-Brookings project in accordance with the design you detailed in our 'phone conversation of last month; i.e., a 26' roadway which will be reduced to 22' in potential slide areas. As the Federal Government has apportioned fiscal year 1957 funds, this project could be prepared for contracting immediately upon receipt of the field data. Based on the low bid received for the Coast Highway-Forest Boundary section of FAS 597, Elk River Road, there will be an approximately $50,000 balance of FAS funds available for the Brookings-Morse Ranch project.

Fas 559
Curry Co

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:mm
Encl.

cc: H. G. Smith, Construction Engineer

NOTED

NOTED
J. W. CATTRALL

Salem, Oregon
August 15, 1955

Mr. P. M. Stephenson
Bridge Engineer

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

The Highway Commission approved the Jackson County FAS project described in the attached tabulation on August 11th. Copies of this tabulation have been previously submitted to you; however, if you wish more, please advise.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:mm
Att.

cc: S. E. Probert

NOTED
J. W. CATTRALL

August 15, 1955

NOTED
R. [illegible]

Mr. Paul Rynning
Jackson County Engineer
Court House
Medford, Oregon

NOTED
Harold C. A[illegible]rs

Dear Mr. Rynning:

This is to advise that the Highway Commission approved on August 11th the county FAS project as detailed in the attached tabulation. As fiscal year 1957 funds have been apportioned by the Federal Government, this bridge can be contracted as soon as the design has been completed and approval of the Bureau of Public Roads obtained.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

NOTED
J. F. HAGEMANN

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

[illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
J. W. CATTRALL

NOTED

August 1, 1955

NOTED
Harold C. Ayers

Oregon State Highway Commission

NOTED
J. F. HAGEMANN

Gentlemen:

Jackson County has requested an additional 1957 county federal-aid secondary project, such project being the McKee Bridge on Federal-aid Secondary Highway No. 559. I attach hereto a tabulation and map indicating the proposed project. If you approve this project you will note that there will still remain an unprogrammed balance of $1,149,000 of federal-aid secondary county road funds.

This matter will be on the agenda, and I recommend your approval.

Very truly yours,

NOTED
J. F. HAGEMANN

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. C. S. Paxson
Mr. S. H. Probert
Mr. J. W. Cattrall
Mr. C. H. Maison

RECEIVED
AUG 1 - 1955
ENGINEER
[illegible]

NOTED
V. R. JONES

Salem, Oregon
July 26, 1955

NOTED
Harold C. Ayers

Mr. W. C. Williams
OFFICE

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Attached are eight copies of a tabulation showing an "Additional Proposed 1957 County FAS Project" in Jackson County. If satisfactory, this project should be presented to the Highway Commission for its approval.

During the next two months we will endeavor to have the countys concerned select projects to obligate the unprogrammed balance of fiscal year 1956 and 1957 FAS funds so that surveys can be made during the winter months.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:mm
Att.

PAUL B. RYNNING
ENGINEER AND SURVEYOR
REG. ENGINEER NO. 798
MEMBER A. A. E.
MEMBER P. E. O.

C. Z. BOYDEN
DEPUTY SURVEYOR
REG. SURVEYOR NO. 7
MEMBER A. A. E.

OFFICE OF ENGINEER
JACKSON COUNTY
MEDFORD, OREGON

NOTED
J. W. CATTRALL

July 21, 1955

NOTED
J. F. HAGEMANN

NOTED
Harold C. A

Mr. John W. Cattrall ✓
Engineer, County and City Relations
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cattrall:

Replying to your letter of July 20 regarding right-of-way width for the Applegate Road, FAS 559, wish to advise that the minimum will be 60 feet at the bridge site and perhaps a little wider or with easements for slopes across the high-fill section.

We have not closed acquisition because I was more anxious to finish the survey and vicinity map in order that your Bridge Department could have some sort of estimate cost at the presentation of the project to the Commission at their August 11-12 meeting.

I can assure you that the right-of-way will be acquired prior to any advertising for the construction project.

My court has gone over the location and are very well pleased with it, and, therefore, I did not hesitate stating that right-of-way will be acquired, providing the bridge site meets with the approval of your Bridge Department.

Very truly yours,

Paul B Rynning

Paul B. Rynning
County Engineer

PBR:op

cc: Mr. P. M. Stephenson
Bridge Engineer

RECEIVED
JUL 25 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 25 1955
ENGINEER
COUNTY & CITY RELATIONS

NOTED
V. R. JONES

NOTED
Harold C. Ayers

July 20, 1955

Mr. Paul B. Rynning
Jackson County Engineer
Court House
Medford, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Dear Mr. Rynning:

This is to acknowledge receipt of prints of a vicinity map and plan and profile map of the proposed FAS project for construction of the McKee Bridge over the Applegate River on FAS 559. These prints are being turned over to the Bridge Department for their use in designing the bridge. The project itself will be presented to the Highway Commission for their approval at the August 11-12 meeting.

In addition to the information shown on these maps could you please furnish us with the right-of-way widths on the new line, particularly at the bridge site.

Thank you for your cooperation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

cc: Mr. P. M. Stephenson, Bridge Engineer

file

ADDITIONAL PROPOSED 1957 COUNTY FAS PROJECT (7/18/55)

County	FAS Hwy. No.	Section and Description	Programmed Amount	FAS Fund
Jackson	559	McKee Bridge over Applegate River	$ 63,000	'57

SUMMARY BY FISCAL YEARS:

	1956 (2)	1957	Total
Available Funds (1)	$3,176,000	$3,100,000	$6,276,000
Previously Approved (1)	2,846,000	2,218,000	5,064,000
Unprogrammed Balance	$ 330,000	$ 882,000	$1,212,000
Proposed Project 7/18/55	--	63,000	63,000
Unprogrammed Balance	$ 330,000	$ 819,000	$1,149,000

JACKSON COUNTY
PROPOSED PROJECT

FAS 559 - McKee Bridge over the Applegate River, $63,000. This structure is located approximately 8-3/4 miles south of Ruch on the Upper Applegate County Road.

The proposed project is to construct a new bridge on a revised alignment replacing the existing 210' long timber truss which has a horizontal clearance of 15'-3". The existing bridge is on poor alignment and is structurally inadequate for the present traffic. The new structure is to have a 24' roadway. The FAS project will be for the structure only with Jackson County performing all required road approach work.

Mr. Rynning, County Engineer, is making a survey on a revised alignment which will cross the river from one-quarter to one-half mile upstream, or south, of the present structure. He will forward copies of a vicinity map when the survey is complete. The type and horizontal clearance of the new structure will be determined after the vicinity map is available and the matter discussed with Mr. Rynning by a representative of the bridge department.

The $63,000 programmed represents the presently estimated balance of fiscal year 1957 funds available to Jackson County. This may be adjusted as more exact figures become available.

(1) These are revised totals from the "Status, 1954 & 1955 County FAS Funds" and "Status, 1956 & 1957 County FAS Funds" tabulations dated May 31, 1955.

(2) 1956 available funds include $76,000 unprogrammed 1955 funds as shown in the "Status, 1954 & 1955 County FAS Funds" tabulation dated May 31, 1955.

Approved by Hwy Com. 8/11/55

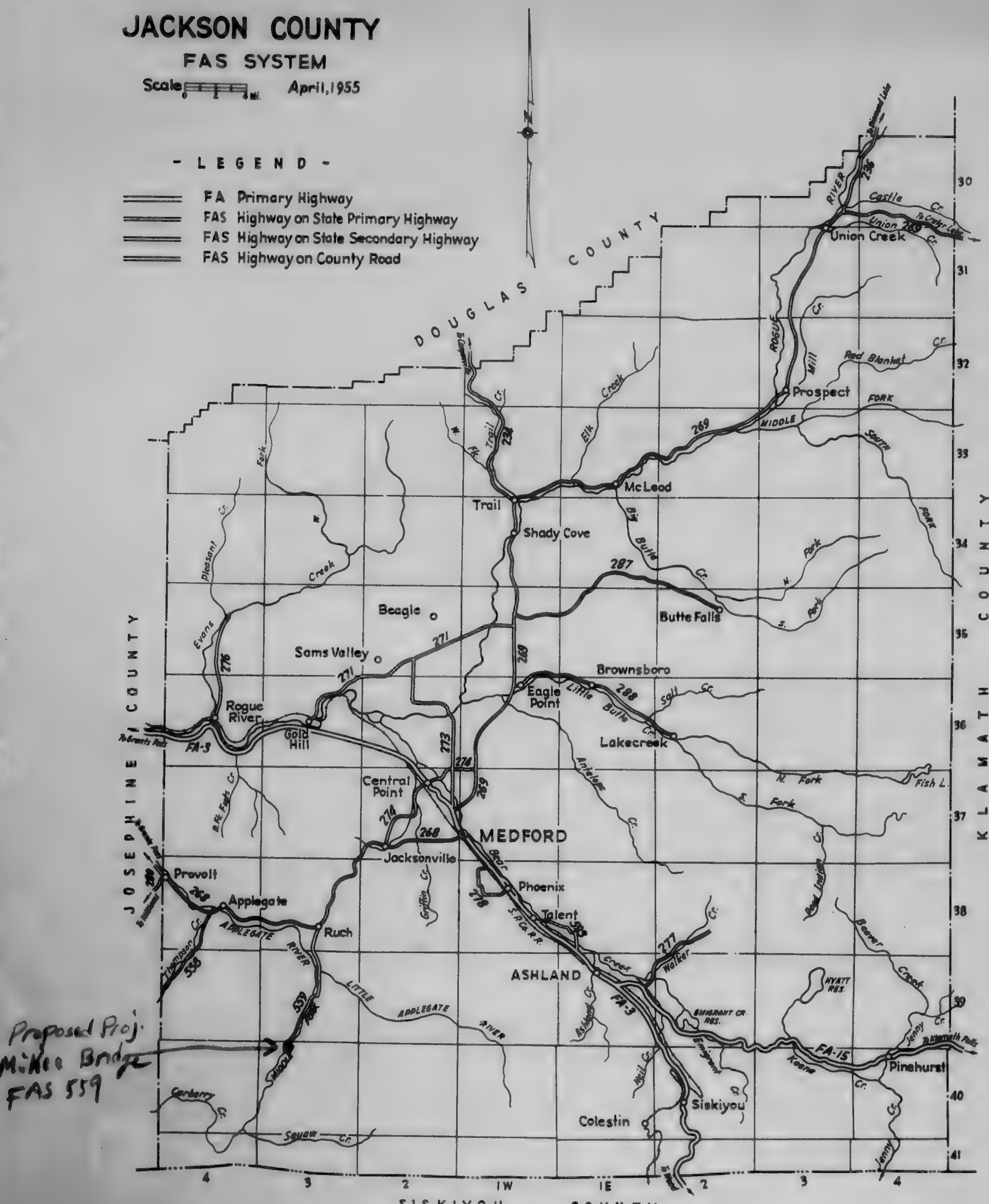
JACKSON COUNTY

FAS SYSTEM

Scale 0 2 4 Mi. April, 1955

- LEGEND -

FA Primary Highway
FAS Highway on State Primary Highway
FAS Highway on State Secondary Highway
FAS Highway on County Road


N
DOUGLAS COUNTY
JOSEPHINE COUNTY
KLAMATH COUNTY
SISKIYOU COUNTY
CALIFORNIA
Union Creek
Prospect
McLeod
Trail
Shady Cove
Butte Falls
Beagle
Sams Valley
Brownsboro
Eagle Point
Lakecreek
Rogue River
Gold Hill
Central Point
MEDFORD
Jacksonville
Phoenix
Talent
ASHLAND
Provolt
Applegate
Ruch
Siskiyou
Colestin
Pinehurst
FA-5
FA-15
269
287
271
276
273
274
268
288
277
556
559
230
ROGUE RIVER
MIDDLE FORK
Red Blanket Cr.
Mill Cr.
Castle Cr.
Union Cr.
Elk Creek
Trail Cr.
W. Fk.
Evans Creek
Pleasant Cr.
Big Butte Cr.
N. Fork
S. Fork
Little Butte Cr.
Salt Cr.
Antelope Cr.
Fish L.
Bear Cr.
Griffin Cr.
S.P.C.R.R.
Walker Cr.
Emigrant Cr.
EMIGRANT CR. RES.
HYATT RES.
Beaver Creek
Jenny Cr.
Keene Cr.
Neil Cr.
Ashland Cr.
APPLEGATE RIVER
LITTLE APPLEGATE RIVER
Thompson Cr.
Carberry Cr.
Squaw Cr.
To Grants Pass
To Klamath Falls
To Crater Lake
30
31
32
33
34
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36
37
38
39
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41
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3
2
1W
1E
1
2
3
4

Proposed Proj.
McKee Bridge
FAS 559

PAUL B. RYNNING
ENGINEER AND SURVEYOR
REG. ENGINEER NO. 798
MEMBER A. A. E.
MEMBER P. E. O.

C. Z. BOYDEN
DEPUTY SURVEYOR
REG. SURVEYOR NO. 7
MEMBER A. A. E.

OFFICE OF ENGINEER
JACKSON COUNTY
MEDFORD, OREGON

July 18, 1955

RECEIVED
JUL 20 1955
ENGINEER
CO [illegible] CITY RELATIONS

Mr. John W. Cattrall
Engineer, County and City Relations
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cattrall:

Re: FAS 559

I am herewith enclosing two prints of a vicinity map for a proposed bridge over Applegate River to replace our present structure known as McKee Bridge No. 471.

I am also sending you one print of alignment and one of profile covering Station 70+90.6 to Station 103+73.1. I thought the last two prints may be of some help in designing the bridge structure.

I suggest that you turn over at least one of the prints to Mr. Stephenson in order that he may make some suggestions as to the type of structure and possible number and length of spans. I also thought he may want to make these preliminary plans prior to his field inspection.

If possible, I would like to have the main span 70' long with a total length of bridge approximately 302' between Station 85+24 and Station 88+26 with the following spans: 40' - 56' - 70' - 56' - 40' - 40'. The design should be for H20-S16-44 loading, 24' width roadway with parapet type railing and curbs. Because of much drift, including large trees and logs, the bents for the main span should have web walls. Web walls may be omitted on the others.

If the piers should fall in either one of the two irrigation canals, the alignment of the canals could be changed up hill without too much trouble.

If you or the Bridge Department needs further information or data, I shall be glad to supply it.

Very truly yours,

Paul B. Rynning
Paul B. Rynning
County Engineer

PBR:op

cc: P. M. Stephenson
Bridge Engineer

NOTED
W. R. JONES

NOTED
Harold C. Ayers

June 20, 1955

Mr. Paul B. Rynning
Jackson County Engineer
Court House
Medford, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Dear Mr. Rynning:

As per your letter of June 16th we are preparing a fiscal year 1957 FAS project for the McKee Bridge over the Applegate River on FAS 559. This project will be presented to the Highway Commission for approval at its August meeting; however, in the meantime we have asked the Bridge Division to have a representative contact you and discuss the bridge with you at the first opportunity. It is our thought to initially set up the $63,000 balance of available 1957 funds for this project, with this amount to be adjusted when a better cost estimate is available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

Salem, Oregon
June 17, 1955

NOTED
J. W. CATTRALL

Mr. P. M. Stephenson
Bridge Engineer

Attached are two copies of a letter from Paul Rynning, Jackson County Engineer, re a 1957 county FAS project for a bridge over the Applegate River on FAS 559.

Although this bridge project has not yet been approved by the Highway Commission, you or a representative of your office might wish to stop and discuss it with Mr. Rynning when and if you are in the vicinity of Medford.

The project will be presented to the Highway Commission for approval at the August meeting and $63,000 (present estimated balance of 1957 funds available to Jackson County) will be initially set up for it.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:mm
Att.

OFFICE OF THE
ENGINEER AND SURVEYOR

PAUL B. RYNNING
REGISTERED ENGINEER 798

JACKSON COUNTY COURT HOUSE
MEDFORD, OREGON

June 16, 1955

Mr. John W. Cattrall
Engineer, County and City Relations
Oregon State Highway Department
Salem, Oregon

Dear Mr. Cattrall:

Replying to your letter of June 14 concerning other projects to use up Jackson County's unprogrammed balance on FAS projects, wish to advise that I have in mind a new bridge over the Applegate River on FAS 559. This bridge is near the south end of the road in Section 5, Township 40 South, Range 3 West, Willamette Meridian. The existing bridge is known as the McKee Bridge.

approx 8 1/2 Miles
south of Ruch

I have been working on the preliminary survey for this project, and as soon as I complete my survey with vicinity map, I will forward them to you.

This bridge will have to be in a different location from the existing structure. It will be upstream perhaps a quarter of a mile or half a mile from the present stream crossing.

Should you or someone from the Bridge Department be in this locality in the near future, I shall be glad to go over the project in the field and get a tentative approval for the site before going into too much detail.

I would estimate this structure to cost between $50,000 and $60,000.

Very truly yours,

Paul B Rynning

Paul B. Rynning
County Engineer

PBR:op

RECEIVED
JUN 17 1955
COUNTY [illegible]

RECEIVED
JUN 17 1955
SALEM
STATE HIGHWAY COMMISSION

T-223(II) [illegible]
[illegible]
[illegible]

[illegible] 4624

RECEIVED JUL 9 - 1958 FOR FILING

Monthly transaction number 6-139	Fo 2A (5-31-5) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
		County Multnomah
Project report number 8	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	Project number Ore-UI-323(17)

The Project Agreement for the above-referenced project entered into between

4624

the undersigned parties and executed by the Division Engineer on September 4, 1956, is hereby modified as follows:

Revised estimated total cost of project	$304,981.00
Revised Federal funds	$179,033.00
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 24 day of June, 1958.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

CGPolk

By C. G. Polk
Division Engineer

USComm-DC 11170

CPR8-2141

Form PR 2 (Revised 1950)

State OREGON

Project No. UI-323(17)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4th day of September, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of November, 1955, a program, which was approved on the 30th day of November, 1955, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 11th day of January, 1956, and the sum of one hundred sixty five thousand and 00/100 dollars ($165,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917, Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

Article II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations LE^5 24+19.77 and 69+28, in Portland

, length 0.027 miles, in Multnomah County, being Oregon project No. UI-323(17), consisting of 0.027 miles of roadway and 3 bridges, each of more than 20 feet clear span, 0.000 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

(b) It is agreed that the Highway Department will not add nor permit the addition of any points of access to or exit from the project in addition to those approved in the plans, without the prior approval of the Secretary, and it is further agreed that the Highway Department will not permit automotive service stations or other commercial establishments to be constructed or located on the right of way, except that the State or a political subdivision may use the air space above and below the established grade line of the highway pavement for the parking of motor vehicles provided such use does not interfere in any way with the free flow of traffic on the Interstate System.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred sixty five thousand, and 00/100 dollars ($165,000.00), which does not exceed the authorized Federal pro rata share of two hundred sixty seven thousand, two hundred one and 55/100 dollars ($267,201.55), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By Merle McSwey
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Bureau of Public Roads.

RECEIVED AUG 31 1956 OREGON DISTRICT

SEP

Oregon State Highway Department

Federal Aid Project
No. UI-323(17)

NORTHEAST 21ST AVENUE AND GRAND AVENUE UNDERCROSSINGS OF THE T.H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices)

Salem, Oregon, June 13, 1956

Type Code 0010
Roadway (Sta. 67+87 to Sta. 69+28)(Contract No. 4624)

All Required	Clearing and Grubbing		$ 500.00
6,400 cu. yds.	General Excavation, Unclassified	$ 0.40	2,560.00
2,400 cu. yds.	Disposal of Excess Material	0.60	1,440.00
20 tons	Asphaltic Concrete Mixture	9.00	180.00
1 ton	100-120 Asphalt in Mixture	45.00	45.00
1 ton	RS-2 Asphalt	90.00	90.00
10 cu. yds.	Class "A" Concrete	60.00	600.00
	Subtotal		$ 5,415.00
	10% Engr. & Cont.		541.50
	Total		$ 5,956.50

Type Code X721
21st Avenue Undercrossing (At Sta. 68+65.85)(Contract No. 4624)

80 tons	Asphaltic Concrete Mixture	$ 9.00	$ 720.00
5 tons	100-120 Asphalt in Mixture	45.00	225.00
1 ton	RS-2 Asphalt	90.00	90.00
All Required	Remove Old Bridge		9,000.00
560 cu. yds.	Structural Excavation	5.00	2,800.00
50 cu. yds.	Excavation Below Elevation Shown	10.00	500.00
2,520 lin. ft.	Furnish Treated Timber Piling	1.50	3,780.00
72 only	Drive Timber Piling	40.00	2,880.00
850 cu. yds.	Class "A" Concrete	60.00	51,000.00
190,000 lbs.	Metal Reinforcement	0.11	20,900.00
All Required	Electrical Work		650.00
360 lin. ft.	Concrete Handrail	10.00	3,600.00
	Subtotal		$ 96,145.00

Type Code 6201
Roadway (Sta. GRD 22+54.17 to Sta. GRD 24+19.48)(Contract No. 4735)

215 sq. yds.	Removal of Pavement	$ 2.00	$ 430.00
70 lin. ft.	Removal of Curbs	0.50	35.00
110 sq. yds.	Removal of Walks and Driveways	1.00	110.00
1 only	Removal of Inlet	30.00	30.00
65 cu. yds.	Drainage Excavation, Unclassified	3.00	195.00
280 cu. yds.	General Excavation, Unclassified	1.00	280.00
280 cu. yds.	Disposing of Excess Materials	1.00	280.00
170 lin. ft.	8-inch Sewer Pipe	2.00	340.00
40 lin. ft.	Extra for Pipe Under Pavement	5.00	200.00
1 only	Concrete Manholes	250.00	250.00
3 only	Concrete Inlets	150.00	450.00
6 cu. yds.	Concrete Curbs	50.00	300.00

50 sq. yds.	Concrete Walks	$ 5.00	$ 250.00
220 cu. yds.	Coarse Crushed Material in Base	4.00	880.00
18 cu. yds.	3/4" - 0 Material in Base	4.50	81.00
6 M-gal.	Sprinkling	5.00	30.00
74 tons	Asphaltic Concrete Mixture	8.00	592.00
5 tons	85-100 Asphalt in Mixture	45.00	225.00
			$ 4,958.00

Type Code X731
Grand Avenue Undercrossing (Sta. 24+19.77)(Contract No. 4735)

All Required	Alter Existing Structure		$ 15,500.00
2,720 lin. ft.	Furnish Cast-in-Place Concrete Piling	$ 4.50	12,240.00
31 only	Drive Steel Casings	100.00	3,100.00
50 cu. yds.	Class "A" Concrete	80.00	4,000.00
8,000 lbs.	Metal Reinforcement	0.14	1,120.00
All Required	Structural Steel		58,000.00
			$ 93,960.00

Grand Avenue Connection

130 cu. yds.	Structural Excavation	$ 5.00	$ 650.00
1,495 lin. ft.	Furnish Treated Timber Piling	1.50	2,242.50
47 only	Drive Timber Piles	40.00	1,880.00
600 lin. ft.	Furnish 10" BP 42# Steel Piling	5.50	3,300.00
6 only	Drive Steel Piling	110.00	660.00
310 cu. yds.	Class "A" Concrete	70.00	21,700.00
85,000 lbs.	Metal Reinforcement	0.12	10,200.00
400 lin. ft.	Metal Rail	4.50	1,800.00
			$ 42,432.50

Subtotal	237,495.50
10% Engr. & Cont.	23,749.55
Total	$261,245.05

Length of Roadway	0.027 mile
Length of Structures	0.000 mile
Total Length	0.027 mile
Cost of Roadway per mile	$22,061.11

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 5,956.50	$ 3,678.00	$ 2,278.50
Structures	261,245.05	161,322.00	99,923.05
	$267,201.55	$165,000.00	$102,201.55

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid
Project No. UI-323(17)

NORTH EAST 21ST AVENUE UNDERCROSSING OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Jan. 10, 1956

Type Code 0010
Roadway (Sta. 67+87 to Sta. 69+28)

All Required	Clearing and Grubbing	$	$ 2,000.00
6,400 cu. yds.	General Excavation, Unclassified	0.40	2,560.00
2,400 cu. yds.	Disposal of Excess Material	0.50	1,200.00
20 tons	Asphaltic Concrete Mixture	8.00	160.00
1 ton	100-120 Asphalt in Mixture	35.00	35.00
1 ton	RS-2 Asphalt	100.00	100.00
10 cu. yds.	Class "A" Concrete	65.00	650.00
	Subtotal		$ 6,705.00
	10% Engr. & Cont.		670.50
	Total		$ 7,375.50

Type Code X721
21st Avenue Undercrossing (L4 Sta. 68+65.85)

80 tons	Asphaltic Concrete Mixture	$8.00	$ 640.00
5 tons	100-120 Asphalt in Mixture	35.00	175.00
1 ton	RS-2 Asphalt	100.00	100.00
All Required	Remove Old Bridge		10,000.00
560 cu. yds.	Structural Excavation	6.00	3,360.00
50 cu. yds.	Excavation Below Elevation Shown	12.00	600.00
2,520 lin. ft.	Furnish Treated Timber Piling	1.25	3,150.00
72 only	Drive Timber Piling	50.00	3,600.00
850 cu. yds.	Class "A" Concrete	65.00	55,250.00
190,000 lbs.	Metal Reinforcement	0.115	21,850.00
All Required	Electrical Work		1,500.00
360 lin. ft.	Concrete Handrail	10.00	3,600.00
	Subtotal		$103,825.00
	10% Engr. & Cont.		10,382.50
	Total		$114,207.50

Length of Roadway 0.027 Mile
Length of Structure 0.000 Mile
Total Length 0.027 Mile
Cost of Roadway Per Mi. $27,316.66

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 7,375.50	$ 4,550.00	$ 2,825.50
Structure	114,207.50	70,450.00	43,757.50
	$121,583.00	$75,000.00	$46,583.00

Oregon State Highway Department

Federal Aid
Project No. UI-323(17)

NORTH EAST 21ST AVENUE AND GRAND AVENUE UNDERCROSSINGS OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 17, 1956

Type Code 0010
Roadway (Sta. 67+87 to Sta. 69+28) (Contract No. 4624)

All Required	Clearing and Grubbing	$	$ 500.00
6,400 cu. yds.	General Excavation, Unclassified	0.40	2,560.00
2,400 cu. yds.	Disposal of Excess Material	0.60	1,440.00
20 tons	Asphaltic Concrete Mixture	9.00	180.00
1 ton	100-120 Asphalt in Mixture	45.00	45.00
1 ton	RS-2 Asphalt	90.00	90.00
10 cu. yds.	Class "A" Concrete	60.00	600.00
	Subtotal		$ 5,415.00
	10% Engr. & Cont.		541.50
	Total		$ 5,956.50

Type Code X721
21st Avenue Undercrossing (℄ Sta. 68+65.85)(Contract No. 4624)

80 tons	Asphaltic Concrete Mixture	$ 9.00	$ 720.00
5 tons	100-120 Asphalt in Mixture	45.00	225.00
1 ton	RS-2 Asphalt	90.00	90.00
All Required	Remove Old Bridge		9,000.00
560 cu. yds.	Structural Excavation	5.00	2,800.00
50 cu. yds.	Excavation Below Elevation Shown	10.00	500.00
2,520 lin. ft.	Furnish Treated Timber Piling	1.50	3,780.00
72 only	Drive Timber Piling	40.00	2,880.00
850 cu. yds.	Class "A" Concrete	60.00	51,000.00
190,000 lbs.	Metal Reinforcement	0.11	20,900.00
All Required	Electrical Work		650.00
360 lin. ft.	Concrete Handrail	10.00	3,600.00
	Subtotal		$ 96,145.00

Type Code 6201
Roadway (Sta. GB3 22+54.17 to Sta. GB3 24+19.48)

215 sq. yds.	Removal of Pavement	$ 0.60	$ 129.00
70 lin. ft.	Removal of Curbs	0.35	24.50
110 sq. [illegible]. yds	Removal of Walks and Driveways	0.60	66.00

1 only	Removal of Inlet.	$ 10.00	$ 10.00
65 cu. yds.	Drainage Excavation, Unclassified	4.00	260.00
280 cu. yds.	General Excavation, Unclassified	1.00	280.00
280 cu. yds.	Disposing of Excess Materials	0.60	168.00
170 lin. ft.	8 Inch Sewer Pipe	1.50	255.00
40 lin. ft.	Extra for Pipe Under Pavement	5.00	200.00
1 only	Concrete Manholes	300.00	300.00
3 only	Concrete Inlets	75.00	225.00
6 cu. yds.	Concrete Curbs	50.00	300.00
50 sq. yds.	Concrete Walks	4.00	200.00
220 cu. yds.	Coarse Crushed Material in Base	2.80	616.00
18 cu. yds.	3/4" - 0 Material in Base	3.25	58.50
6 M-gal.	Sprinkling	3.00	18.00
74 tons	Asphaltic Concrete Mixture	9.00	666.00
5 tons	85-100 Asphalt in Mixture	45.00	225.00
			$ 4,001.00

Type Code X731
Grand Avenue Undercrossing (Sta. 24+19.77)

All Required	Alter Existing Structure	$	$ 40,000.00
2,720 lin. ft.	Furnish Cast-in-Place Concrete Piling	5.00	13,600.00
31 only	Drive Steel Casings	60.00	1,860.00
50 cu. yds.	Class "A" Concrete	60.00	3,000.00
2,250 lbs.	Metal Reinforcement	0.12	270.00
All Required	Structural Steel		76,590.00
			$135,320.00

Grand Avenue Connection

130 cu. yds.	Structural Excavation	$ 5.00	$ 650.00
1,495 lin. ft.	Furnish Treated Timber Piling	1.30	1,943.50
47 only	Drive Timber Piles	50.00	2,350.00
600 lin. ft.	Furnish 10" HP 42# Steel Piling	6.00	3,600.00
6 only	Drive Steel Piling	100.00	600.00
310 cu . yds.	Class "A" Concrete	65.00	20,150.00
85,000 ~~75,000~~ lbs.	Metal Reinforcement	0.12	~~9,000.00~~ 10,200.00
400 lin. ft.	Metal Rail	5.00	2,000.00
			~~$40,293.50~~ 41493.50
	Subtotal		~~$275,759.50~~ 276,971.50
	10% Engr. & Cont.		~~27,575.95~~ 2769715
	Total		$303,335.45 304,655.45

Length of Roadway 0.027 Mile
Length of Structures 0.000 Mile
Total Length 0.027 Mile
Cost of Roadway per Mile $22,061.11

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 5,956.50	~~$ 3,562.00~~ 3548.00	~~$ 2,394.50~~ 2408.50
Structures	~~303,335.45~~ 304,655.45	~~181,438.00~~ 181452.00	~~121,897.45~~ 123203.45
	~~$309,291.95~~ 310,611.95	$185,000.00	~~$124,291.95~~ 125611.95

1 only	Rem[illegible]l of Inlet	$10.00	$ 10.00
65 cu. yds.	Drainage Excavation, Unclassified	4.00	260.00
280 cu. yds.	General Excavation, Unclassified	1.00	280.00
280 cu. yds.	Disposing of Excess Materials	0.60	168.00
170 lin. ft.	8-inch Sewer Pipe	1.50	255.00
40 lin. ft.	Extra for Pipe Under Pavement	5.00	200.00
1 only	Concrete Manholes	300.00	300.00
3 only	Concrete Inlets	75.00	225.00
6 cu. yds.	Concrete Curbs	50.00	300.00
50 sq. yds.	Concrete Walks	4.00	200.00
220 cu. yds.	Course Crushed Material in Base	2.80	616.00
18 cu. yds.	3/4" - 0 Material in Base	3.25	58.50
6 M-gals.	Sprinkling	3.00	18.00
74 tons	Asphaltic Concrete Mixture	9.00	666.00
5 tons	85-100 Asphalt in Mixture	45.00	225.00
			$ 4,001.00

Type Code X731
Grand Avenue Undercrossing (Sta. 24+19.77)

All Required	Alter Existing Structure	$	$ 40,000.00
2,720 lin. ft.	Furnish Cast-in-Place Concrete Piling	5.00	13,600.00
31 only	Drive Steel Casings	60.00	1,860.00
50 cu. yds.	Class "A" Concrete	60.00	3,000.00
8,000 ~~2,250~~ lbs.	Metal Reinforcement	0.12	~~270.00~~ 960.00
All Required	Structural Steel		76,590.00
			~~$135,320.00~~ $ 136,010.00

Grand Avenue Connection

130 cu. yds.	Structural Excavation	$ 5.00	$ 650.00
1,495 lin. ft.	Furnish Treated Timber Piling	1.30	1,943.50
47 only	Drive Timber Piles	50.00	2,350.00
600 lin. ft.	Furnish 10" BP 42# Steel Piling	6.00	3,600.00
6 only	Drive Steel Piling	100.00	600.00
310 cu. yds.	Class "A" Concrete	65.00	20,150.00
85,000 lbs.	Metal Reinforcement	0.12	10,200.00
400 lin. ft.	Metal Rail	5.00	2,000.00
			$ 41,293.50
	Subtotal		~~$276,971.50~~ 277,649.50
	10% Engr. & Cont.		~~27,697.15~~ 27,764.95
	Total		~~$304,668.65~~ 305,414.45

Length of Roadway 0.027 Mile
Length of Structures 0.000 Mile
Total Length 0.027 Mile
Cost of Roadway per Mi. $22,061.11

Summary of Funds

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 5,956.50	$ ~~3,540.00~~ 3,539.00	$ ~~2,416.50~~ 2,417.50
Structures	~~304,668.65~~ 305,414.45	~~181,460.00~~ 181,461.00	~~123,208.65~~ 123,953.45
	~~$310,625.15~~ 311,370.95	$185,000.00	~~$125,625.15~~ 126,370.95

1 only	Removal of Inlet	$ 10.00	$ 10.00
65 cu. yds.	Drainage Excavation, Unclassified	4.00	260.00
280 cu. yds.	General Excavation, Unclassified	1.00	280.00
280 cu. yds.	Disposing of Excess Materials	0.60	168.00
170 lin. ft.	8-inch Sewer Pipe	1.50	255.00
40 lin. ft.	Extra for Pipe Under Pavement	5.00	200.00
1 only	Concrete Manholes	300.00	300.00
3 only	Concrete Inlets	75.00	225.00
6 cu. yds.	Concrete Curbs	50.00	300.00
50 sq. yds.	Concrete Walks	4.00	200.00
220 cu. yds.	Coarse Crushed Material in Base	2.80	616.00
18 cu. yds.	3/4" - 0 Material in Base	3.25	58.50
6 M-gals.	Sprinkling	3.00	18.00
74 tons	Asphaltic Concrete Mixture	9.00	666.00
5 tons	85-100 Asphalt in Mixture	45.00	225.00
			$ 4,001.00

Type Code X731

Grand Avenue Undercrossing (Sta. 24+19.77)

All Spec.	Alter Existing Structure	$	$ 40,000.00
2,720 lin. ft.	Furnish Cast-in-Place Concrete Piling	5.00	13,600.00
31 only	Drive Steel Casings	60.00	1,860.00
50 cu. yds.	Class "A" Concrete	60.00	3,000.00
8,000 lbs.	Metal Reinforcement	0.12	960.00
All Spec.	Structural Steel		76,590.00
			$136,010.00

Grand Avenue Connection

130 cu. yds.	Structural Excavation	$ 5.00	$ 650.00
1,495 lin. ft.	Furnish Treated Timber Piling	1.30	1,943.50
47 only	Drive Timber Piles	50.00	2,350.00
600 lin. ft.	Furnish 10" BP 42# Steel Piling	6.00	3,600.00
6 only	Drive Steel Piling	100.00	600.00
310 cu. yds.	Class "A" Concrete	65.00	20,150.00
85,000 lbs.	Metal Reinforcement	0.12	10,200.00
400 lin. ft.	Metal Rail	5.00	2,000.00
			$ 41,493.50

Subtotal	$277,649.50
10% Engr. & Cont.	27,764.95
Total	$305,414.45

Length of Roadway 0.027 mile
Length of Structures 0.000 mile
Total Length 0.027 mile
Cost of Roadway per mile $22,061.11

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 5,956.50	$ 3,539.00	$ 2,417.50
Structures	305,414.45	181,461.00	123,953.45
	$311,370.95	$185,000.00	$126,370.95

RECEIVED
[illegible] 1 1957
FOR FILING
UI-323 (17)

OREGON STATE HIGHWAY DEPARTMENT
(date)

(CONTRACT NO.) 4624

4624

(VOUCHER NO.)

1319

(EST. NO.)

9 Final

(WARRANT NO.)

H171413

(CONTRACTOR)

Birkemeier Construction Co.

(AMOUNT)

$ 3,644.03

(DATE)

Jan. 25, 1957

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sept. 30, 1956

Time Extensions: None

Completion Date: Sept. 28, 1956

Date Accepted: Nov. 8, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-29-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
Floyd Query
ass't Secty

Warrant Mailed: JAN 29 1957
Ruth Rawlings

NOTED ON CARD

RECEIVED
JAN 16 1957
FOR FILING
[illegible]
4624

January 16, 1957

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 4624 for constructing the N. E. 21st Avenue Undercrossing on the T. H. Banfield Expressway in Multnomah County was completed by the contractor, Birkemeier Construction Company, on September 28, 1956 and was formally accepted by the Highway Commission on November 8, 1956.

Final payment in the amount of $3,644.03 will be released to the contractor on or after January 26, 1957. The total contract amount is $104,284.22 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
gl

RECEIVED
OCT 22 1956
FOR FILING
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4624

October 19, 1956

CERTIFIED MAIL

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Birkemeier Construction Co. on contract No. 4624, covering the N.E. 21st Avenue Undercrossing on the Banfield Expressway in Multnomah County. This payment, in the amount of $4,624.42, will be released to the contractor on or after October 29, 1956. The retained percentage is $3,112.58.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
JF

9

RECEIVED
MAR 16 1956
FOR FILING

41 323 (M)
4624

March 15, 1956

Birkemeier Construction Co.
14511 S. E. River Road
Milwaukie, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4624, which was awarded to you on February 24 by the State Highway Commission, covering Banfield Expressway Undercrossing of N. E. 21st Avenue in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
MAR 1 - 1956
FOR FILING

UI-32-(11)
4624

February 24, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: 21st Avenue Undercrossing
F.A.P. No. UI 323(17)

On January 26 the Highway Commission accepted the low bid of Birkemeier Construction Company of Milwaukie, Oregon in the amount of $101,500 for construction of the above project, and instructed the engineer to award the contract to the low bidder as soon as certain matters pertaining to acquisition of rights of way had been cleared. All rights of way for the project have been acquired and the engineer proposes to award the contract to Birkemeier Construction Company as of this date. May we have your concurrence in the award of the contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

CAG:eh

cc P. M. Stephenson

Files

RECEIVED
FEB 27 1956
FOR FILING

II-323 (17)
4624

February 24, 1956

Birkemeier Construction Co.
14511 S. E. River Road
Milwaukie, Oregon

Gentlemen:

The State Highway Commission on January 26, 1956 accepted your proposal for construction of the N. E. 21st Avenue Structure over Banfield Expressway in Multnomah County for the sum of $101,560 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4624.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: R. G. Savage, SIAC
Forrest Cooper
S. H. Probert
P. M. Stephenson

Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington

Att. Dorothy McCormack

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

- TELEGRAM ☐
- DAY LETTER ☐
- NIGHT LETTER ☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired, otherwise the message will be sent at the full rate

- FULL RATE ☐
- LETTER TELEGRAM ☐
- SHORE-SHIP ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 24, 1956
2:22 p.m.

Birkemeier Construction Co.
14511 S. E. River Road
Milwaukie, Oregon

Contract for N.E. 21st Avenue Structure, Portland, Multnomah County for which you submitted low bid on January 26, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Files ✓
C. W. Head

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your employees and assure you that we will do everything expedite the completion of the work so that they can again use the structure.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. G. S. Paxson

GSP:gm

RECEIVED
FEB 21 1956
FOR FILING

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4604

February 23, 1956

Mr. W. C. Ludders
Personnel Manager
Jantzen, Inc.
Jantzen Center
Portland 8, Oregon

Dear Mr. Ludders:

Reference is made to your letter of February 16 addressed to Mr. Stephenson and concerning pedestrian traffic at the 21st Avenue viaduct over the T. H. Banfield Expressway.

We went into the matter of pedestrian traffic on this viaduct very carefully when we were designing the project. The volume of pedestrian traffic on this viaduct is so small that the relatively large expenditure for a pedestrian overpass during the construction period is not justified. Construction of this project is now under way, and we have every hope that the new structure can be opened for pedestrian traffic in considerably less than six months.

We regret that this project is causing inconvenience to your employees and assure you that we will do everything we can to expedite the completion of the work so that they can again use the structure.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. G. S. Paxson

OSF:gm

TELETYPE: PD537
CABLE: JANTZEN

Jantzen INC.
Jantzen Center, Portland 8, Oregon U. S. A.

MANUFACTORIES IN EIGHTEEN FOREIGN LANDS AND SALES OFFICES THROUGHOUT THE WORLD

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CHILE
SPAIN
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AUSTRALIA
CUBA
MEXICO
HAWAII
COLOMBIA
SWITZERLAND

February 16
1956

Mr. Stevenson
Branch Office
State Highway Department
Salem, Oregon

Dear Mr. Stevenson:

We have several of our employees here at Jantzen whose homes are located within walking distance from the plant but they must use the 21st Street viaduct in their commuting. With this particular bridge out of operation for six months this will cause a great deal of inconvenience to them as they must now make public transportation and are involved in two transfers to come what is otherwise a very short distance.

I discussed the possibility of a pedestrian walk way as they had installed at the 33rd Street viaduct with Mr. Allen in your local office. He suggested that I contact you directly. We would be very much interested in knowing what you might be able to do for us in this particular regard.

Sincerely yours

W. C. Ludders

W. C. Ludders
Personnel Manager

da

RECEIVED
FEB 20 1956
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
FEB 1 1956
FOR FILING

[illegible]

[illegible]

January 30, 1956

Mr. L. G. Apperson
City Engineer
City Hall
Portland, Oregon

Dear Mr. Apperson:

Herewith copy of a letter from The Pacific Telephone and Telegraph Company and our reply to them concerning billing of the cost of remodeling the telephone and fire-alarm system on the N. E. 21st Avenue Overcrossing in Portland. This is in accordance with my telephone conversation with you today in which we agreed that, since the fire-alarm cable was owned by the City, the billing should in the first instance be made to the City and then included in the City's billing to the State Highway Department for their reimbursable expenditures on the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Encl.

cc Mr. P. M. Stephenson
Mr. A. G. Skelton
Mr. Robert L. May

January 30, 1956

The Pacific Telephone and Telegraph Company
730 S. W. Oak Street
Portland, Oregon

Attention: Mr. R. E. Anderson
Superintendent of Construction
and Plant Engineering

Gentlemen:

I have your letter of January 17 concerning rearrangement of your telephone facilities on the N. E. 21st Avenue structure in Portland.

According to all of our information, your facilities are on a public street by permit from the City of Portland, which would require that any rearrangement of your facilities made necessary by improvement or modification of the street be made at your own expense. On this same structure is the City of Portland's fire-alarm cable which, since it is owned by the City, is eligible for reimbursement insofar as moving and reinstallation are concerned. In view of these facts, you should bill the City for the rearrangement of the fire-alarm cable but not for other facilities.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. L. G. Apperson
Mr. A. G. Skelton
Mr. P. M. Stephenson
Mr. Robert L. May

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

Portland, January 17, 1956

[illegible] sent
Mr. [illegible]
1-19-56
[illegible]

State Highway Department
Salem, Oregon

Gentlemen:

Referring to our letter of November 10, 1955, regarding a letter of authorization from the State of Oregon for the Telephone Company relocating its cable during the period of bridge construction for the Banfield Expressway Undercrossing of N. E. 21st Avenue, Portland, Oregon.

As yet, we have not received letter of authorization for this billing, will you please advise.

Yours very truly,

R. E. Anderson
R. E. Anderson
Superintendent of Construction
and Plant Engineering

MEB:jg

RECEIVED
JAN 19 1956
OREGON
STATE HIGHWAY COMMISSION

NOTED
[illegible]SON

R

RECEIVED
DEC 9 - 1955
FOR FILING

Coop
Projects
Muni-
Portland

November 14, 1955

Mr. L. G. Apperson
City Engineer
City Hall
Portland, Oregon

Re: N. E. 21st Avenue

Dear Sir:

I have a letter from the Pacific Telephone and Telegraph Company in which they seem to assume that we are to reimburse them for the cost of moving their lines now in conduit on the existing viaduct. We are under the impression that they operate here under the same type of franchise under which the remainder of their system is operated and that where they are on a public street any rearrangement of their facilities made necessary by street improvements would be at the cost of the Telegraph Company. Will you please advise whether we are correct in this assumption, or whether there is some special feature at 21st Avenue.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

NOTED
G. S. PAXSON

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

Portland, November 10, 1955

State Highway Department
Salem, Oregon

Gentlemen:

We have received copies of the plans for the Banfield Expressway Undercrossing of N. E. 21st Avenue, Portland, Oregon. It is noted that replacement of the existing structure is proposed from the south abutement to a point approximately 122' north.

Our company maintains a conduit run attached to the present viaduct below the east sidewalk. It will be necessary to temporarily replace and relocate our cables during the period of bridge reconstruction and later restore them to their original location upon completion of your work.

It is estimated that the cost of temporary relocation will amount to approximately $8,900 and the subsequent restoration to $8,000 for a total of $16,900.

Material for our work is scheduled to meet required dates according to our previous conversations with your office. We would appreciate receiving authorization to bill the State of Oregon for the total cost of our work.

Very truly yours,

R E Anderson
R. E. Anderson
Superintendent of Construction
and Plant Engineering

EAE:gk

NOTED
G. S. PAXSON

[illegible]-1 21 [illegible] ([illegible].) [illegible]
[illegible]

685

A

310-1721

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 21, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4625	3-Final	Warren Northwest, Inc.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
20492	H-161613	$ 500.00	9/21/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 15, 1956

Time Extensions: None

Completion Date: July 14, 1956

Date Accepted: Aug. 16, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-27-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 27 1956

Ruth Rawlings

NOTED ON CARD

RECEIVED
SEP 18 1956
FOR FILING
310-7-1
[illegible]

September 17, 1956

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4625 for work performed on the Glendale (Pacific Avenue) City Streets Section in Douglas County was completed by the contractor, Warren Northwest, Inc., on July 14 and was formally accepted by the Highway Commission on August 16, 1956.

Final payment in the amount of $500.00 will be released to the contractor on or after September 27, 1956. The total contract amount is $6,776.71 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

Form E-1—10M—10-55

310-1721
4625

[illegible]EGON STATE HIGHWAY DEPART[illegible]NT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

		For Week Ending	Aug. 18, 1956, 19
Section	Glendale (Pacifc Avenue)	Kind of work	Paving
Highway	City Street	Section prefix	310-1721
Contractor	Warren Northwest, Inc.	Contract number	4625
Date of contract	Mar. 1, 1956, 19	Date of completion	Sept. 15, 1956
Date work started	May 29, 1956, 19	Estimated date of completion	July 14, 1956, 19
Project authorization	$ 8,129.25	Per cent of time elapsed	85 %
Exclusive of Engineering	$ 7,551.17		

Estimated cost of completed project, exclusive of engineering $ 6,780.00

Estimated per cent ov~~er~~ or underrun 10 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 578.08

Engineering cost to date $ ~~######~~ 633.14 108 %

Date project was completed 7 - 14, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Waiting on certified copies of bills for paving asphalt to accompany the final estimate. These have been requested but never received.

NOTED
L. H. Young

Signed C C Hall

Address Box 466, Myrtle Creek

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
V. D. WOLFE

State Printing 69712

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.11			0.11
Miles partially completed		all			all
Miles completed		"			"
Total estimated quantities (contract)		880			250 ton
Total quantities corrected to date		900.5			220.695
Estimated quantities moved or placed to date		all			all
Average daily quantities					
Average daily quantities necessary to complete project on time			COMPLETED		
Number shifts per day					
Hours per shift					

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers........., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	FAIR		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
MAR 21 1956
FOR FILING

3[illegible]-101
4625

March 21, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

We enclose herewith three fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

✓ Contract No. 4625, for paving on the Glendale (Pacific Avenue) City Streets Section in Douglas County, awarded March 1, 1956.

Contract No. 4637, for paving on the Mill City (S.E. Fairview St.) City Street Section in Linn County, awarded March 2, 1956.

Contract No. 4641, for paving on the Amity (4th & Stanley Streets) City Streets Section in Yamhill County, awarded March 2, 1956.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
MAR 8 - 1956
FOR FILING

310-1721

4625

March 7, 1956

Mr. A. J. Smith, City Recorder
City Hall
Glendale, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Glendale covering the Special City Allotment project on Pacific Avenue in Glendale.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
MAR 13 1956
FOR FILING

File a

310-1721

4625

Salem, Oregon
March 7, 1956

sp. st. tax st Fund
81

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is a conformed copy of an agreement with the City of Glendale covering the Special City Allotment project on Pacific Avenue in Glendale.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Glendale, Oregon

H. B. Glaisyer
Secretary

rn
Attach: 1

FORM E30—80M—2-55—62906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 20, 1956

SUBJECT: Special City Allotment Project
City of Glendale

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of an agreement covering the Special City Allotment project on Pacific Avenue in Glendale.

Two copies of the agreement have been executed by the city and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

The Highway Commission approved the project 12/19/55.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-19-55 Minutes Page 32
Secretary

RECEIVED
FEB 21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 5 - 1956
FOR FILING

310-1721
4625

March 5, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission on March 1, 1956 awarded to you State Highway Contract No. 4625 for Glendale (Pacific Ave.) Paving Project in Douglas County.

This award was based on your bid of $7,126 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

Ordinance NO. 182

2-10-56

An Ordinance providing for a form of agreement by and between the City of Glendale, Oregon, and the State of Oregon acting by and Through its State Highway Commission, for the improvement of Pacific Avenue a distence approximately 0.11 mile, and declaring an emergency.

Whereas, the City of Glendale, Oregon, has heretofore maid application to the State Highway Commission for assistance in repairing or reconstructing streets under the provisions of ORS 366-800 and 366.805 and

WHEREAS, the State Highway Commission has accepted such application for the improvement of Pacific Avenue, and

WHEREAS, in the form of agreement prepared by the State Highway Commission a copy of which, marked ''Exhibit ''A, is attached heretoand by this reference maid a part hereof, the State Highway Commission has agreed to pay the cost of the project up to fifteen Thousand and No/100 ($ 15,000) Dollars, and the City of Glendale to pay all costs in excess of said $ 15.000;

The City of Glendale dose ordain as follows:

SECTION 1: That that certain form of agreement herein above referred to be entered into by the City of Glendale, Oregon, and the State ~~Highway Commission-~~ of Oregon, acting by and through the State Highway Commission providing for the improvement of Pacifiw Avenue, is hereby approved and accepted as submitted.

SECTION 2: That the Mayor and Recorder are hereby authorized and directed to execute said agreement in triplicate and to deliver said agreement to the State Highway Commission for execution by said Commission.

SECTION 3: WHEREAS, it is necessary that said improvements be maid in the spring or summer of 1956 while the weather permits, and whereas the State Highway Commission cannot award a contract for said improvements untill the said agreement has been exequted by the Mayor and Recorder, thereby involving the peace, helth, an emergency is declared to exist and this ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor, as authorized by the City Charter.

Ayes Six

Nayes none

Submited to and approved by the Mayor on The 10 day of February 1956

Attest:

no. 12

Glendale 7-28-55

Contacted Mr. A. J. Smith, City recorder and with him investigated condition and use of Pacific avenue in Glendale.

The portion from Molly Street to 5th Street is presently paved in good to Fair Condition.

From 5th Street N. westerly to a small bridge over a drainage ditch, (0.11 mile) was oiled but has reverted to gravel in poor condition.

The balance of street winds around the hill, and the city recorder Mr. Smith, advised that this portion was on private ground as the street was platted in a straight line but had been built where it was economically possible.

Pacific Avenue is used extensively by loaded log trucks an average of 42 trucks per day.

The section has from 8" to 10" of gravel in place averaging 26' in width.

Believe we should recommend.

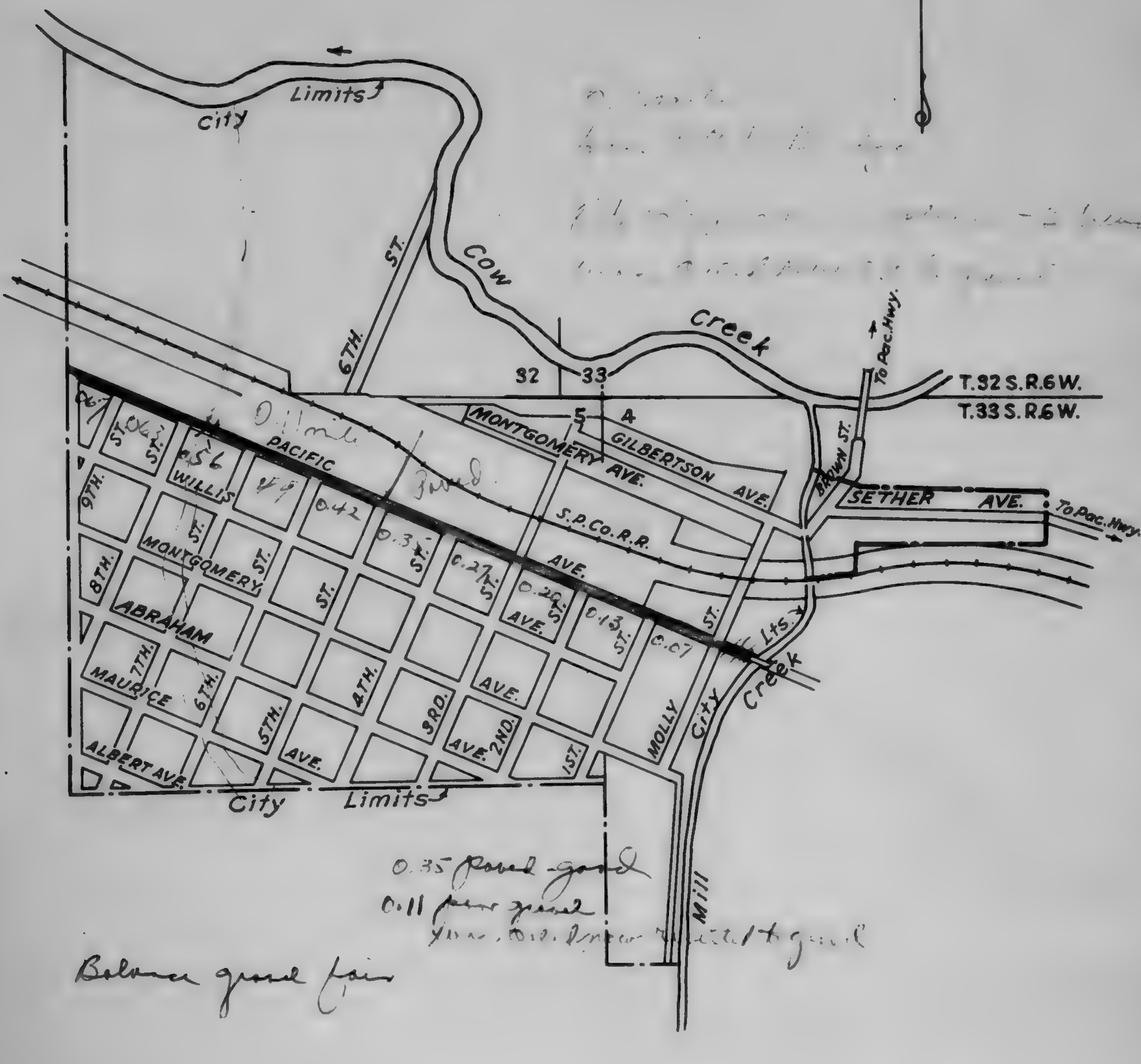
Oct. 10-1955
Looked the project over, with Tom Edwards & Morgan
Tom said "could do" asked for $400.00 for survey.

A. J. Smith

GLENDALE

Scale 1" = 800'

DOUGLAS COUNTY


City Limits
Cow Creek
6TH. ST.
32
33
5
4
T.32 S.R.6W.
T.33 S.R.6W.
To Pac. Hwy.
To Pac. Hwy.
MONTGOMERY AVE.
GILBERTSON AVE.
BROWN ST.
SETHER AVE.
S.P.Co.R.R.
PACIFIC AVE.
9TH. ST.
8TH. ST.
7TH.
6TH.
5TH.
4TH.
3RD.
2ND.
1ST.
WILLIS ST.
MONTGOMERY ST.
ABRAHAM AVE.
MAURICE AVE.
ALBERT AVE.
MOLLY ST.
ST.
City Lts.
Mill Creek
City Limits
0.11 mile paved
0.61
0.63
0.56
0.49
0.42
0.3
0.27
0.20
0.13
0.07

0.35 ~~Paved~~ - good

0.11 poor gravel

Balance gravel fair

Rev. 1-8-54

no. 12

Glendale

Preliminary Estimate

Pacific avenue from 5th Street Northeasterly to small bridge. a distance of approximately 0.11 mile.

Grading placing 8" to 12" of base rock 26' wide 3" asphaltic concrete 22' width

Unit	Quantity	@	Total
			$
Blade Grader	8 hrs	$12.00	96.00
2"2–0 in base	860 cu yds	3.50	2990.00
3/4–0 in base shoulder	200 cu yds	5.50	1100.00
Sprinkling	30 M. gal.	5.00	150.00
3/4–0 in Binder Course	20 cu yds	5.50	110.00
RC 3 asphalt	3 tons	75.00	225.00
Class B. asphaltic Concrete	280 tons	13.00	3640.00
RS 2 in seal coat	2 tons	65.00	130.00
Aggregate in seal coat	6 cu yds	7.50	45.00
Preliminary Estimate of Construction Cost			$8486.00
12½% Eng & Cont			1060.75
Survey			400.00
Flagging			$200.00
			$10,146.75

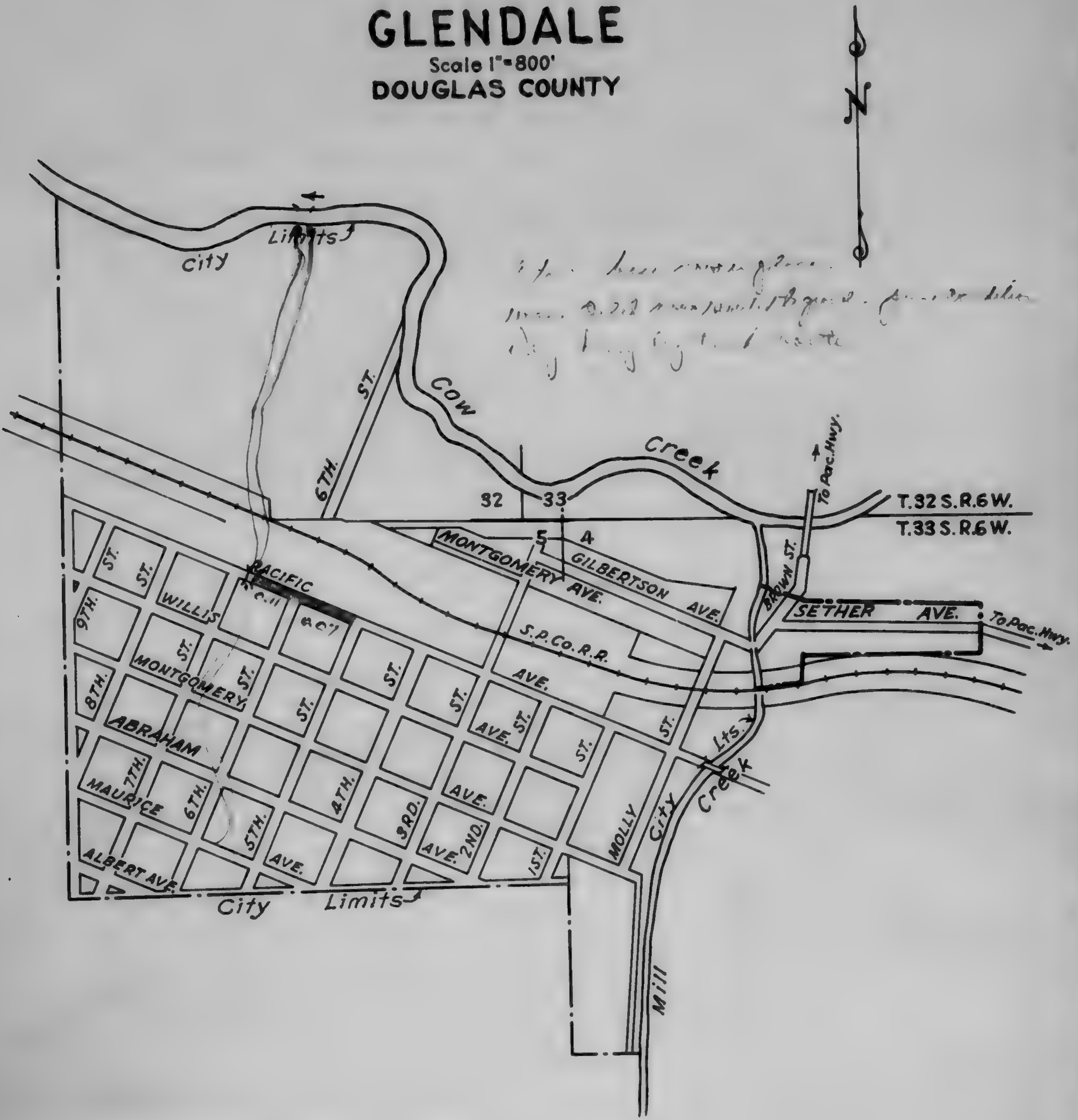
Total Prel Est $10,200.00

No. 12

GLENDALE

Scale 1" = 800'

DOUGLAS COUNTY


N
City Limits
Cow Creek
6TH. ST.
32
33
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4
T.32 S.R.6 W.
T.33 S.R.6 W.
To Pac. Hwy.
MONTGOMERY AVE.
GILBERTSON AVE.
BROWN ST.
SETHER AVE.
To Pac. Hwy.
PACIFIC
S.P.Co.R.R.
AVE.
9TH. ST.
8TH. ST.
7TH. ST.
6TH. ST.
5TH. ST.
4TH. ST.
3RD. ST.
2ND. ST.
1ST. ST.
WILLIS ST.
MONTGOMERY ST.
ABRAHAM AVE.
MAURICE AVE.
ALBERT AVE.
MOLLY ST.
City Lts.
Creek
Mill Creek
City Limits

Fo

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Rev. 1-8-54

RESOLUTION

4-4-55

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Glendale is an incorporated city of the State of Oregon, and has a population of 871, as given by the latest official census, and

WHEREAS, the following streets of said city, Glendale

Form cc-50 (1953 Rev.)
Special City Allotment

Pacific Avenue

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular ~~or special~~ session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Pacific Avenue Should
have work done on it
As The Logging Trucks Haul
Over it All Summer

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Glendale does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate A. J. Smith as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 4 day of April, 1955

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -   - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Glendale at a regular ~~or special~~ meeting of said Council, held on the 4 day of April, 1955, and the above copy is a true and correct copy of the original and of the whole thereof.

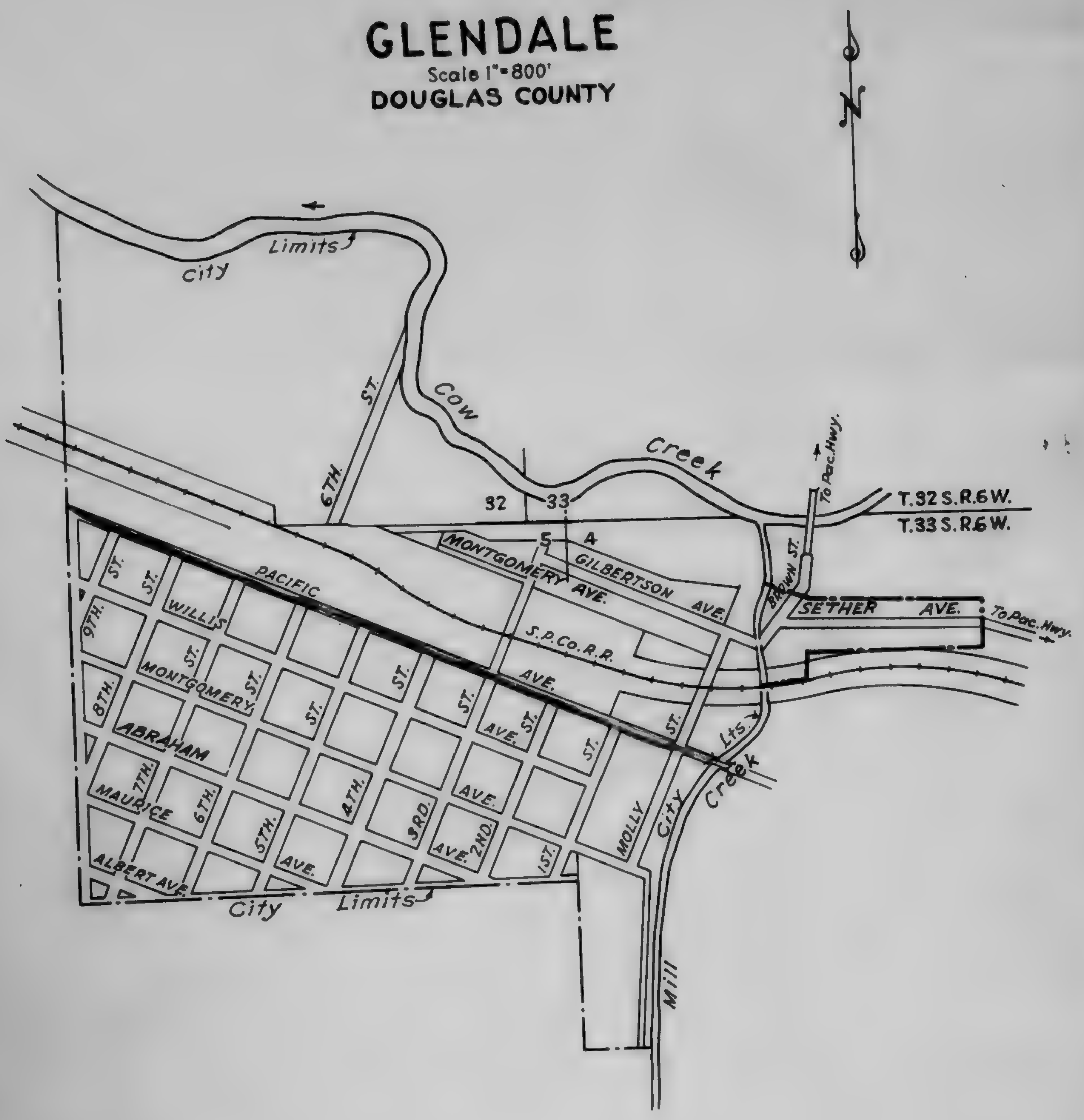
Dated this 4 day of April, 1955

A. J. Smith
City Recorder

GLENDALE

Scale 1"=800'

DOUGLAS COUNTY


N
City Limits
Cow Creek
6TH. ST.
To Pac. Hwy.
T.32 S. R.6 W.
T.33 S. R.6 W.
32
33
5
4
MONTGOMERY AVE.
GILBERTSON AVE.
BROWN ST.
SETHER AVE.
To Pac. Hwy.
PACIFIC AVE.
S.P. Co. R.R.
9TH. ST.
ST.
WILLIS ST.
ST.
8TH.
MONTGOMERY
ST.
ST.
ST.
AVE.
ST.
ST.
ST.
ABRAHAM
7TH.
6TH.
MAURICE
5TH.
4TH.
3RD.
AVE.
2ND.
AVE.
1ST.
ALBERT AVE.
AVE.
MOLLY
City Lts.
Creek
City Limits
Mill

Rev. 1-8-54

F-127(5) 360' reinf. concrete deck 1956
girder br. over the West Fork
#4626 of Illinois River

RECEIVED
MAY 22 1957
FOR FILING

F 127 - 21

4626

May 21, 1957

Tom Lillebo Construction Co.
Box 365
Reedsport, Oregon

Gentlemen:

The State Highway Commission at its meeting held on May 16 and 17, 1957 had under discussion your request for an extension of time from Dec. 31, 1956 to March 31, 1957 within which to complete your contract No. 4626, for the S. Fork Illinois River Bridge on the Redwood Highway in Josephine County.

We are pleased to inform you that the Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

en

cc: P. M. Stephenson
Frank Morgan
P. M. Oakley

NOTED ON CARD

RECEIVED
MAY 13 1957
FOR FILING

P-2-7(5)

4-26

May 9, 1957

Request for Extension of Time
No. 4
May 16 and 17 meeting

Oregon State Highway Commission

Gentlemen:

Re: West Fork Illinois River Bridge
In Josephine County
Contract No. [illegible]

Tom Lillebo, contractor on the West Fork Illinois River Bridge on the Redwood Highway in Josephine County, has requested an extension of time from December 21, 1956, to March 21, 1957, the date of completion of the contract.

The bridge was practically completed and ready for traffic at the specified completion date with the exception of a small amount of finishing and cleaning up the job site. There has been no inconvenience to the traveling public as the approach fills have not been completed.

It is recommended that this extension be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

This contract does not carry the liquidated damage provision.

Very truly yours,

W. C. Williams
State Highway Engineer

[illegible]/mm
Attached

RECEIVED
MAY 22 1957
FOR FILING

F-121 (5)

file

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 26, 1957

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4626	8-Final	Tom Lillebo Assign: Tom Lillebo Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9296	H-179637	$ 11,634.97	4/26/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Dec. 31, 1956

Time Extensions: Mar. 31, 1957

Completion Date: Mar. 31, 1957

Date Accepted: May 16, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: May 20, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: MAY 21 1957

Ruth Rawlings

RECEIVED
APR 17 1957
FOR FILING
F-122 31
4626

April 17, 1957

CERTIFIED MAIL

Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4626 for work performed on the W. Fork Illinois River Section of the Redwood Highway in Josephine County was completed by the contractor, Tom Lillebo, on March 31, 1957 but has not as yet been accepted by the Commission.

Final payment in the amount of $11,684.97 will be released to the contractor, assigned to Tom Lillebo Construction Company, a Corporation, after acceptance by the Commission. The total contract amount is $139,814.35, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

eam

cc: Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

NOTED ON CARD
em

RECEIVED
MAR 21 1956
FOR FILING

1-127(1)
4626

March 21, 1956

Mr. Tom Lillebo
Box 365
Reedsport, Oregon

Dear Sir:

We enclose herewith for your files two fully executed copies of contracts awarded to you by the State Highway Commission on March 1, as follows:

Contract No. 4626, for constructing West Fork Illinois River Bridge on the Redwood Highway in Josephine County.

Contract No. 4630, for constructing Stayton-Sublimity Overcrossing and Mill Creek Bridge on the North Santiam Highway in Marion County.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
MAR 5 - 1956
FOR FILING

F-127(5)
4626

March 5, 1956

Mr. Tom Lillebo
Reedsport, Oregon

Dear Sir:

The State Highway Commission on March 1, 1956 awarded to you State Highway Contract No. 4626 for construction of a concrete deck girder bridge over the West Fork of the Illinois River just south of Cave Junction in Josephine County.

This award was based on your bid of $140,243 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

RECEIVED
MAR 7 - 1956
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT
✓
X F-127(5)
4626

08-35

March 1, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 4626 for Oregon Project F-127(5), Illinois River Bridges (West Fork) on the Redwood Highway, to Tom Lillebo of Reedsport, Oregon, low bidder in the amount of $140,243.00 at the March 1, 1956 bid opening.

Very truly yours,

C G Polk
C. C. POLK
District Engineer

RECEIVED
MAR 6 1956
STATE HIGHWAY COMMISSION

F-184(3) Little Deschutes River Bridge 1956

#4627

RECEIVED
DEC 11 1956
FOR FILING

[redacted]

[redacted]

F-184(3)

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 3, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4627	4-Final	Roger E. Holmes	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25634	H-166746	$ 1,712.70	12/3/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1956

Time Extensions: None

Completion Date: Aug. 17, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-4-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 4 1956
Ruth Rawlings

NOTED ON CARD

FOR FILING

F-184 (3)

4627

November 23, 1956

CERTIFIED MAIL

United States Fidelity & Guaranty Co.
Lotus M. Conser, Manager
201 Portland Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4627 for work performed on theCrescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County was completed by the contractor, Roger E. Holmes, on August 17, 1956 and was formally accepted by the Highway Commission on September 27,1956.

Final payment in the amount of $1,712.70 will be released to the contractor on or after December 3, 1956. The total contract amount is $13,336.37, of which amount $60.00 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By____________________
Floyd Query, Assistant Secretary

rn

NOTED ON CARD

11-23-56
rn

RECEIVED
APR 2 - 1956
FOR FILING

1847M
46-7

April 2, 1956

Mr. Roger Holmes
Route 10, Box 493
Olympia, Wash.

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4627, which was awarded to you by the State Highway Commission on March 1, 1956, covering the Little Deschutes River Bridge widening on the Willamette Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
MAR 5 - 1956
FOR FILING

F-184 (3)
4627

March 5, 1956

Mr. Roger E. Holmes
Route 10, Box 493
Olympia, Washington

Dear Sir:

The State Highway Commission on March 1, 1956 awarded to you State Highway Contract No. 4627 for Little Deschutes River Bridge Widening on the Willamette Highway in Klamath County.

This award was based on your bid of $13,955 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

RECEIVED
MAR 7 - 1956
FOR FILING

BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

F-184(3)
4627

08-35

March 1, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 4627 for the Little Deschutes River Bridge on Oregon Project F-184(3), East Unit, Crescent Lake Junction-The Dalles-California Highway Junction Section of the Willamette Highway, to Roger Holmes of Olympia, Washington, low bidder in the amount of $13,955.00 at the March 1, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
6 1956
STATE HIGHWAY COMMISSION

[illegible] Food Production 1954

[illegible]

A

W.C. Williams

[illegible] th, 1956

21-8305

port Section
tract #4628

FINAL COST ANALYSIS
Rock Production
Barney B. Helser, Contractor
Cannon H. Jones, Resident Engineer

Oregon Coast Highway
Prefix 21-8305

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
/4"-0 Cr. Rock in Stockpile	533.32	Cu. Yd.	$2.64	$2.49	$ 1,320.70	$ 1,407.96
/4"-½" " " " "	1,845.13	" "	2.64	2.49	4,610.43	4,871.14
-¼" " " " "	7,287.02	" "	2.64	2.49	18,168.42	19,237.73
"-0 " " " "	4,980.90	" "	2.64	2.49	12,409.64	13,149.58
"-#10 " " " "	2,100	" "	2.64	2.49	5,232.14	5,544.00
.P. Screen Rejects in S.P.	88.82	" "	0.25	0.23	20.26	22.21
.P. Haul Adjustment, Favor of State	1,733.8	Yd. Mi.	0.10		________	- 173.38
					$41,761.59	$44,059.24
eject Rock Sold to Lincoln County	3,793	Cu. Yd.	1.45	0.71	2,709.58	5,500.00
					$44,471.17	$49,559.24

Gross Revenue	$49,559.24
Total Cost	44,471.17
Net Profit	$ 5,088.07

Net Profit Equals 10% of Gross Revenue

W. C. WILLIAMS

21-8305 Newport Rock Production 1956
4628

Newport Rock Production
Contract No. 4628

Detail of Cost

Labor:		
Labor	$11,780.95	
Labor Insurance	1,413.71	
		$13,194.66
Equipment Rentals and Miscellaneous Supplies:		
Equipment Rental (Owned)	12,333.38	
Gas, Oil and Grease	2,630.86	
Bond	330.44	
P.U.C.	229.57	
P.L. and P.D.Insurance	147.26	
Move In Freight and Cartage	4,331.58	
Explosives	797.44	
Amount Paid Hauling Contractor For Hauling and Stockpiling Rock	8,989.20	
General Overhead	1,486.78	
		$31,276.51
		$44,471.17

Remarks:

This was a "State Project" for crushing and stockpiling 16,746 cubic yards of crushed rock. The contract was bid and awarded March 1, 1956, work started May 24, 1956, and the project was completed July 25, 1956.

The contractor moved in and set up his crushing plant at the Iron Mountain quarry, located 0.8 mile northeasterly from the Oregon Coast Highway at M.P. 136.6, and started crushing rock May 25, 1956.

The contractor elected to scalp on a 1½" screen to produce a cleaner crushed aggregate for the State in their stockpiles and the material rejected on the 1½" screen was purchased by Lincoln County at $1.45 per cubic yard. A total of 3,793 cubic yard of the rejects were hauled and placed in a stockpile on a county road.

A total of 20,539 cubic yards of rock was crushed in 310 hours, for an average of 66 cubic yard per hour, which was good production for this size of crush plant and the type of rock. The quarry required only a small amount of drilling and blasting.

The 4,000 cubic yards of crushed aggregate that was stockpiled at M.P. 16.4 on the Corvallis-Newport Highway was hauled with four 8-cubic yard hired trucks.

The contractor had fair bid prices, good equipment, and good supervision. A good profit was realized due to the price received on the 1½" rejects.

M. N. Juve
Chief Cost Analyst

By

George Kayser

(date)
September 18, 1956

4628

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4628	4-Final	Barney B. Helser	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20118	H-161209	$ 934.50	9/18/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: **July 31, 1956**

Time Extensions: **None**

Completion Date: **July 25, 1956**

Date Accepted: **Sept. 27, 1956**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **10-3-56**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: OCT 3 1956
Ruth Rawlings

NOTED ON CARD

FOR FILING

September 7, 1956

CERTIFIED MAIL

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4628 for rock production on the Newport Section of the Oregon Coast and Corvallis-Newport Highways in Lincoln County was completed by the contractor, Barney B. Helser, on July 25, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $934.50 will be released to the contractor after acceptance by the State Highway Commission. The total contract amount is $44,090.24 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

FOR FILING

August 28, 1956

CERTIFIED MAIL

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Barney B. Helser on contract No. 4628, for rock production on the Newport Section of the Oregon Coast and Corvallis-Newport Highways in Lincoln County. This payment, in the amount of $11,972.74, will be released to the contractor on or after September 7, 1956. The retained percentage is $1,333.75.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 28, 1956

Section NEWPORT

Kind of work Rock Production

Highway Oregon Coast & Corvallis-Newport

Section prefix 21-8305

Contractor Barney B. Helser

Contract number 4628

Date of contract March 1, 1956

Date of completion July 31, 1956

Date work started May 24, 1956

Estimated date of completion July 25, 1956

Project authorization . . . . $ 48,082.50

Exclusive of Engineering . . . . $ 44,663.30

Per cent of time elapsed 98.0 %

Estimated cost of completed project, exclusive of engineering . . . $ 44,663.30

Estimated per cent overrun or underrun . . . 0 %

Per cent of contract completed, based on total contract price . . . 100 %

Engineering authorization . . . . $ 3,419.20

Engineering cost to date $ 1,718, 50.3 %

Date project was completed 7 - 25, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed crushing ½"-#10 Tuesday evening.

Shaped up stockpile Wednesday AM, Completing Project.

Final Report

NOTED
L. H. Young

RECEIVED
JUL 3 1956
OFFICE OF
ENGINEER

RECEIVED
JUL 30 1956
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

NOTED
R. D. ASBURRY

NOTED
C. E. PAULSEN

NOTED
V. D. WOLFE

Signed Cannon H Jones

Address P O Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 89712

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
July 3, 1956

W. C. WILLIAMS
NOTED

FOR FILING
JUL 5 1956

Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			16,000		
Total quantities corrected to date			16,000		
Estimated quantities moved or placed to date			16,000		
Average daily quantities			500		
Average daily quantities necessary to complete project on time			0		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			10		

Men	6
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	3
Men and tractors	

Equipment used during week: Shovels 1, Power graders ...., Rollers........, Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers ...., Compaction rollers Truckes 1 3, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear & Windy		
Monday	Clear & Windy		
Tuesday	Clear & Windy		
Wednesday	Clear & Windy		
Thursday	Clear & Windy		
Friday	Clear & Windy		
Saturday	Clear & Windy		

JUL 5 1956

FOR FILING

FORM E-30X—80M—11-55—90628

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3, 1956

SUBJECT: Newport Rock Production
Oregon Coast & Corvallis-
Newport Highways
Contract No. 4628

To:

Mr. J. D. Walker
Division Engineer
Office

Reference is made to Laboratory Reports Nos. 393760 and 393761 showing respectively an excess of 5.9 percent of the material passing the ½-inch screen for the 3/4"-1/2" aggregate, and an excess of 8.8 percent retained on the ½-inch screen for the ½"-¼" aggregate.

As this material is to be stockpiled for future use, it will be necessary to have the ½"-¼" aggregate meet the required specifications. A prior test, Laboratory Report No. 292738, dated June 21, 1956, on the ½"-¼" aggregate also showed an excess of 5.1 percent retained on the ½-inch screen.

Will you please instruct the resident engineer to have the contractor adjust his plant and quarry operations so that the ½"-¼" aggregate produced after this date will comply with the specifications.

Also, will you please have the resident engineer so mark samples of the improved material that it is clear they represent corrected aggregate.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
JUL 3 1956
OFFICE OF
STATE HIGHWAY ENGINEER

APR 25 1956

FOR FILING

4628

April 24, 1956

Mr. Barney B. Helser
14000 S. W. Far Vista
Beaverton, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4628, which was awarded to you by the State Highway Commission on March 1, for rock production on the Newport Section of the Oregon Coast and Corvallis-Newport Highways in Lincoln County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

MAR 5 - 1956

FOR FILING

21-8385

[illegible]

March 5, 1956

Mr. Barney B. Helser
14000 S. W. Far Vista
Beaverton, Oregon

Dear Sir:

The State Highway Commission on March 1, 1956 awarded to you State Highway Contract No. 4628 for the Newport Rock Production project on the Oregon Coast and Corvallis-Newport Highways in Lincoln County.

This award was based on your bid of $42,240 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

- - 8
4629

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 23, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4629	3-Final	Quinn Bros. & Robbins, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17754	H-158853	$ 504.86	8/23/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 15, 1956

Time Extensions: None

Completion Date: July 6, 1956

Date Accepted: Aug. 16, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-24-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: AUG 24 1956

Ruth Rawlings

NOTED ON CARD

RECEIVED
AUG 10 1956
FOR FILING
[illegible]
[illegible]

August 10, 1956

CERTIFIED MAIL

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 4629 for rock production on the Adrian Section of four Highways in Malheur County was completed by the contractor, Quinn Bros. & Robbins, Inc., on July 6, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $504.86 will be released to the contractor after acceptance by the State Highway Commission. The total contract amount is $15,689.54 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

AUG 1 1956

FOR FILING

23-5316

4629

July 31, 1956

CERTIFIED MAIL

United Pacific Insurance Company
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Quinn Bros. & Robbins, Inc. on contract No. 4629, covering the Adrian Section of the Nyssa-Adrian, Adrian-Parma, Adrian-Arena Valley and Adrian-Caldwell Highways, in Malheur County. This payment, in the amount of $1,859.81 will be released to contractor on or after August 10, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisifed, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

7-31-56

Field Engineer's Weekly Report

4629

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 6, 1956

Section Adrian Rock Production

Kind of work Rock Production

Highway 4 State Highways

Section prefix 23-8316

Contractor Quinn Bros. & Robbins Inc.

Contract number 4629

Date of contract March 1, 1956

Date of completion July 15, 1956

Date work started June 18, 1956

Estimated date of completion July ~~10~~ 6, 1956

Project authorization . . . . $ 16,801.88

Exclusive of Engineering . . . . . . $ 15,607.08

Per cent of time elapsed 93 %

Estimated cost of completed project, exclusive of engineering . . . . $ 15,607.08

Estimated per cent overrun or underrun . . . . 0 %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization . . . . . . $ 1,194.80

Engineering cost to date $ 977.00, 82 %

Date project was completed July ~~10~~, 6, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Large size rock complete Monday so crusher revamped to crush 1/4"-#10 only

Thursday - 9:00 A.M. Quanities completed, rest of Thursday & Friday - shaping piles and loading out equiptment.

Spivey inspecting samples of 1/4"-#10, all good. The #10-0 reject has all been stockpiled for future use. The scalping are neatly piled. They had about 55% reject at this pit.

New Transitman, Ted Inloes & Henry remeasured stockpiles completed.

Final Weekly Report on job

NOTED C. E. [illegible]

NOTED L. H. Young

RECEIVED JUL [illegible] 1956

NOTED FORREST COOPER

NOTED [illegible] D. WOLFE

Signed Clar E. Hall

Address Vale, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 89073

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			6.6		
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			7,700		
Total quantities corrected to date			7,700		
Estimated quantities moved or placed to date			7,700		
Average daily quantities			60		
Average daily quantities necessary to complete project on time					
Number shifts per day			2		
Hours per shift			9		
Average force on project for week			12		

Men	3
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	3
Men and tractors	3

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ...1...

Compressors ...., Bulldozers ...., Compaction rollers ...., Traxcavator..., 1. . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

RECEIVED
APR 27 1956
FOR FILING

23-156
4629

April 24, 1956

Quinn Brothers & Robbins, Inc.
703 S. 16th Street
Boise, Idaho

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4629, which was awarded to you by the State Highway Commission on March 1, for rock production on the Adrian Section of four State Highways in Malheur County.

We are also sending a copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

MAR 5 - 1956
FOR FILING

23-8316
4629

March 5, 1956

Quinn Brothers & Robbins, Inc.
703 S. 16th
Boise, Idaho

Gentlemen:

The State Highway Commission on March 1, 1956 awarded to you State Highway Contract No. 4629 for the Adrian Rock Production Project on four highways near Adrian, in Malheur County.

This award was based on your bid of $14,935.00 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

S-220(7) Stayton-Sublimity O'Xing 1956
& Mill Cr. Bridge
#4630

RECEIVED
MAY 22 1957
FOR FILING

[redacted] [redacted]

4630

#4630

May 21, 1957

Tom Lillebo Construction Co.
Box 365
Reedsport, Oregon

Gentlemen:

The State Highway Commission at its meeting held on May 16 and 17, 1957 had under discussion your request for an extension of time from Jan. 31, 1957 to March 31, 1957 within which to complete your contract No. 4630, for the Sublimity Gun Club- Stout Creek bridge on the North Santiam Highway in Marion County.

We are pleased to inform you that the Highway Commission granted an extension of time from Jan. 31, 1957 to March 1, 1957, the completion date of the project. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cm

cc: J. D. Walker
L. L. Jensen
P. M. Stephenson

NOTED ON CARD

MAY 14 1957
FOR FILING

#4630

May 14, 1957

Request for Extension of Time
No. 5
May 16 and 17 meeting

Oregon State Highway Commission

Gentlemen:

Re: Stayton-Sublimity Overcrossing and Mill Creek Bridge in Marion County
Contract No. 4630

Tom Lillebo, contractor on the Stayton-Sublimity Overcrossing and the Mill Creek Bridge on the North Santiam Highway in Marion County, has requested a second extension of time from December 31, 1956, to March 1, 1957, the date of completion.

All work was completed by the end of the first time extension with exception of concrete finishing which was delayed by inclement weather.

This section of highway is not open to the traveling public and there was no appreciable increase in the engineering costs so it is recommended that this second extension be granted without penalty. This is a secondary highway project and does not require the concurrence of the Bureau of Public Roads.

This contract does not carry the liquidated damage provision.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

Attach.

cc Mr. P. M. Stephenson

PMS:mm

FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
May 3, 1957

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4630	6-Final	Tom Lillebo, Assign: Tom Lillebo Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9690	H-180072	$ 6,774.37	5/3/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: **Oct. 31, 1957**

Time Extensions: **Jan. 31, 1957 and Mar. 1, 1957**

Completion Date: **Mar. 1, 1957**

Date Accepted: **May 16, 1957**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **May 20, 1957**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: MAY 21 1957

Ruth Rawlings

#4630 & Mill Cr. Bridge

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
DEC 23 1956
FOR FILING
3-220(7)
4630

December 27, 1956

Tom Lillebo Construction Co.,Inc.
Box 365
Reedsport, Oregon

Gentlemen:

The State Highway Commission at its meeting held on December 17 had under discussion your request for an extension of time from October 31, 1956 to January 31, 1957 within which to complete your contract No. 4630, for constructing the Stayton-Sublimity Overcrossing and the Mill Creek Bridge on the North Santiam Highway in Marion County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

L. L. Jensen
Resident Engineer

P. M. Stephenson,
Construction Engineer

#4630 & Mill Cr. Bridge

DEC 11 1956
FOR FILING

NOTED
C. A. GARDNER

December 10, 1956

Request for Extension of time
No. 7
December 17 and 18 meeting

Oregon State Highway Commission

Gentlemen:

Re: Bridge construction on Sublimity-
Gun Club-Stout Creek Section in
Marion County
Contract No. 4630

Tom Lillebo, contractor on the bridges on the Sublimity Gun Club-Stout Creek Section of the North Santiam Highway, has requested an extension of time from October 31, 1956, to January 31, 1957, in which to complete the contract.

The contract specified that no work could be done on the overcrossing structure until the approach embankments were in place. The work of placing the approach embankments was not completed until July, 1956. This delay prevented the work being done by the specified completion date.

There has been no inconvenience to the traveling public as this section of highway is not open to traffic.

It is recommended that this extension of time be granted without penalty. This is a secondary highway and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

W. C. Williams
State Highway Engineer

PMS/mm
Attached

NO
M. STEPH

#4630 & Mill Cr. Bridge

1956

FILING

(7)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 7, 1956

SUBJECT: Time extension

To:

C. A. Gardner

A warrant is being held in our safe for the following contract pending receipt of time extension in this office.

Tom Lillebo	Contract 4630	Estimate 5	$2,854.00

Herr

J. G. Herr

cc: Forrest Cooper

NOTED
FORREST COOPER

RECEIVED
DEC 7 1956
OFFICE OF
STATE HIGHWAY ENGINEER

#4630 & Mill Cr. Bridge

RECEIVED
MAR 21 1956
FOR FILING

[illegible]
[illegible]

March 21, 1956

Mr. Tom Lillebo
Box 365
Reedsport, Oregon

Dear Sir:

We enclose herewith for your files two fully executed copies of contracts awarded to you by the State Highway Commission on March 1, as follows:

Contract No. 4626, for constructing West Fork Illinois River Bridge on the Redwood Highway in Josephine County.

Contract No. 4630, for constructing Stayton-Sublimity Overcrossing and Mill Creek Bridge on the North Santiam Highway in Marion County.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

#4630
Mill Cr. Bridge

RECEIVED
MAR 5 - 1956
FOR FILING

S-223(7)

March 5, 1956

Tom Lillebo
Reedsport, Oregon

Dear Mr. Lillebo:

The State Highway Commission on March 1, 1956 awarded to you State Highway Contract No. 4630 for construction of the Stayton-Sublimity Overcrossing and Mill Creek Bridge on the relocated North Santiam Highway, near Sublimity, in Marion County.

This award was based on your bid of $71,274.00, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

#4630
Mill Cr. Bridge

2[illegible]-1[illegible]17 [illegible] o[illegible] [illegible]ls 1[illegible]
t. [illegible]. (T. [illegible] [illegible]d.)
631 . 12[illegible] [illegible]. [illegible]. 13(4) [illegible]ve.

August 29, 1956

[illegible] Co.
[illegible] Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on August 16 had under discussion your request for an extension of time from June 30, 1956 to July 31, 1956 within which to complete your contract No. [illegible], for installing traffic signals on the East Powell Boulevard Section on the Mt. Hood Highway in Multnomah County.

We are pleased to inform you that the State Highway Commission granted your request to July 31, 1956, the actual completion date of the contract. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject commented but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. C. [illegible],
Division Engineer

Warren R. [illegible],
Resident Engineer

P. E. Stephenson,
Bridge Engineer

-1617
4631

(date)
August 14, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4631	3-Final	W. R. Gragle	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17054	B-158177	$ 1,357.75	8/14/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: June 30, 1956

Time Extensions: to July 10, 1956

Completion Date: July 10, 1956

Date Accepted: Aug. 16, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-21-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer Jr
H. B. Glaisyer
Secretary

Warrant Mailed: AUG 21 1956
Ruth Rawlings

NOTED ON CARD

FOR FILING

36-1617

4621

August 3, 1956

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
300 Southwest Fourth Avenue
Portland 4, Oregon

ATTENTION: Mr. C. W. Burnett

Dear Mr. Burnett:

State Highway Contract No. 4621 for work performed on the Powell Blvd. at 122nd & 136 Avenues Section of the Mt. Hood Highway in Multnomah County was completed by the contractor, W. R. Gamble Co., on June 30, 1956, but has not as yet been accepted by the Commission.

Final payment in the amount of $1,257.75 will be released to the contractor after acceptance by the Commission. The total contract amount is $10,062.00, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:jp

cc: Dooly & Co,
Board of Trade Building
Portland 4, Oregon

[illegible] ON CARD

FOR FILING

26-1617

4631

July 27, 1956

Oregon State Highway Commission

Request for extension of time
No. 3
August 16 and 17 meeting

Gentlemen:

Re: East Powell Boulevard
Traffic Signals
Contract No. 4631

W. R. Grasle Company, contractor on the East Powell Boulevard Traffic Signals installation project on the Mt. Hood Highway in Multnomah County, has requested an extension of time from June 30, 1956 to July 31, 1956 in which to complete the contract. The contractor was delayed by nonarrival of signal equipment. All work on the contract was completed on July 10, 1956.

It is recommended that this extension be granted without penalty. This is a State project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

Attached

21 1956

FOR FILING

[illegible]
4631

March 21, 1956

Mr. W. R. Grasle Co.
437 16th Ave.
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4631, which was awarded to you by the State Highway Commission on March 1, for traffic signal installation on Powell Boulevard at 122nd and 136th Avenues in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

MAR 13 1956

FOR FILING

20-1617

4631

W. R. GRASLE CO.
ELECTRICAL CONTRACTING AND ENGINEERING
437 N. W. SIXTEENTH AVENUE
PORTLAND 9, OREGON

March 12, 1956

NOTED
H. B. GLAISYER

Oregon State Highway Department
Salem, Oregon

Ref: Traffic Signal Installation
Multnomah County
Contract No. 4631

Attention: H. B. Glaisyer

Gentlemen:

We are transmitting, herewith three (3) copies of Statements of Standing for Workmen's Compensation Insurance with reference to the above subject project.

Very truly yours,

W. R. GRASLE CO.

W. R. Grasle Jr.

W. R. Grasle Jr.

gh
Encl 3

REFERRED TO
BY SECRETARY

NOTED
FLOYD QUERY

RECEIVED
[illegible] 13 1956
STATE H[illegible] COMMISSION

W. R. GRASLE CO

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
PUBLIC SERVICE BUILDING
SALEM, OREGON

ATTENTION: Firm Division

March 9, 1956

R.G.S.-70741

CERTIFICATE OF COVERAGE

This is to certify that W. R. Grasle Co. has coverage under the provisions of the Oregon Workmen's Compensation Law, and that all this employer's workmen who are subject to the Act are entitled to the benefits provided by the Law.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION

R. G. Savage

R. G. Savage
Assistant Commissioner

RGS:HH

Form 441-Rev. 11-52

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
PUBLIC SERVICE BUILDING
SALEM, OREGON

ATTENTION: Firm Division

March 9, 1956

R.G.S.-70741

CERTIFICATE OF COVERAGE

This is to certify that W. R. Grasle Co. has coverage under the provisions of the Oregon Workmen's Compensation Law, and that all this employer's workmen who are subject to the Act are entitled to the benefits provided by the Law.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION

R. G. Savage

R. G. Savage
Assistant Commissioner

RGS:HH

Form 441-Rev. 11-52

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

March 9, 1956

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
PUBLIC SERVICE BUILDING
SALEM, OREGON

ATTENTION: Firm Division

R.G.S.-70741

CERTIFICATE OF COVERAGE

This is to certify that W. R. Grasle Co. has coverage under the provisions of the Oregon Workmen's Compensation Law, and that all this employer's workmen who are subject to the Act are entitled to the benefits provided by the Law.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION

R. G. Savage

R. G. Savage
Assistant Commissioner

RGS:HH

Form 441-Rev. 11-52

MAR 5 - 1956

FOR FILING

26-1619

4631

March 5, 1956

W. R. Crasle Co.
437 N. W. 16th Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission on March 1, 1956 awarded to you State Highway Contract No. 4631 for installation of traffic signals on the Mt. Hood Highway (E. Powell Blvd.) at its intersections with E. 122 Ave. and with E. 136 Ave., in Multnomah County.

This award was based on your bid of $10,862.00, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

DEC 5 - 1955
FOR FILING

26-1211

4a-1
11/3/55

November 14, 1955

Mr. T. L. Bransdal
c/o Tommy's Supermarket
13580 S. E. Powell Boulevard
Portland 66, Oregon

Dear Mr. Bransdal:

On July 26, 1955 you directed a communication to the State Highway Commission to the attention of Mr. F. B. Crandall, Traffic Engineer, in which you requested installation of a traffic signal at the intersection of S. E. 136th Avenue and Powell Boulevard (Mt. Hood Highway) as an accident prevention measure.

Mr. Crandall had an investigation made of this intersection and the State Highway Engineer reported the findings to the Highway Commission at its meeting on November 3. In his report the Engineer mentioned that the conditions prevailing at the intersection of Powell Boulevard and 122nd Avenue were also investigated. He recommended installation of a fully-actuated type signal at each of these locations, which, he estimated, would cost a total of $10,000. You will be pleased to know that the Commission authorized both installations as recommended.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm
cc: F. B. Crandall

November 14, 1955

Mr. Milton R. Scott
13550 S. E. Powell Boulevard
Portland 66, Oregon

Dear Mr. Scott:

On August 3, 1955 you directed a communication to Mr. F. B. Crandall, Traffic Engineer for the State Highway Department, in which you called attention to a hazardous condition that exists at the intersection of 136th Avenue and Powell Boulevard, where a number of traffic accidents have occurred. You suggested that a blinker light cautioning Powell Boulevard (Mt. Hood Highway) traffic of danger and requiring 136th Avenue traffic to stop before entering the intersection might solve the problem.

Mr. Crandall had an investigation made of this intersection and the State Highway Engineer reported the findings to the Highway Commission at its meeting on November 3. In his report the Engineer mentioned that the conditions prevailing at the intersection of Powell Boulevard and 122nd Avenue were also investigated. He recommended installation of a fully-actuated type signal at each of these locations, which, he estimated, would cost a total of $10,000. You will be pleased to know that the Commission authorized both installations as recommended.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm
cc: F. B. Crandall

FOR FILING

October 11, 1955

Oregon State Highway Commission

Gentlemen:

We have received requests from Mr. Milton R. Scott, 13550 S. E. Powell Boulevard, and Mr. T. L. Bransdal, 13580 S. E. Powell Boulevard, Portland, for the installation of traffic signals or a flashing beacon at the intersection of the Mt. Hood Highway and S. E. 136th Avenue east of Portland.

This is a four-way intersection which has been studied several times in the past. During the period from January 1, 1950 to June 30, 1955 there were 31 reported accidents. Seven persons were injured and there were no fatalities. Eighteen of the accidents were of a type that might have been prevented by traffic signals. Investigation disclosed that conditions at the intersection very closely approach two of the four commonly accepted warrants for signalization of rural intersections. Because of this and because of the large percentage of preventable type accidents, it is recommended that a fully-actuated type signal be installed at the intersection.

We have, on several occasions in the past, received requests for the installation of traffic signals at the intersection of S. E. Powell Boulevard and 122nd Avenue. A review of past experience at this intersection indicates that there is at the present time sufficient justification for recommending the installation of a fully actuated traffic signal.

The Traffic Engineer, at the time of these investigations, studied all major intersections on the Mt. Hood Highway between Portland and Gresham and determined that at this time there is no need for additional traffic signal or other similar protection at locations other than the two mentioned above.

The two installations are estimated to cost $10,000 and there are sufficient funds in the 1955 Minor Betterment Budget for Traffic Signal Projects to be Selected to cover this installation. The installation, being outside the corporate limits of any city, would be paid for solely by the Highway Department, and I recommend your approval.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. F. B. Crandall
Mr. C. H. Maison

76-1617

OREGON [illegible]
[illegible] DEPARTMENT [illegible]

4

October 11, 1955

Oregon State Highway Commission

Gentlemen:

We have received requests from Mr. Milton H. Smith, 13550 S. E. Powell Boulevard, and Mr. T. L. Brandal, 13580 S. E. Powell Boulevard, Portland, for the installation of traffic signals or a flashing beacon at the intersection of the Mt. Hood Highway and S. E. 136th Avenue east of Portland.

This is a four-way intersection which has been studied several times in the past. During the period from January 1, 1950 to June 30, 1955 there were 32 reported accidents. Seven persons were injured and there were no fatalities. Eighteen of the accidents were of a type that might have been prevented by traffic signals. Investigation disclosed that conditions at the intersection very closely approach two of the four commonly accepted warrants for signalization of rural intersections. Because of this and because of the large percentage of preventable type accidents, it is recommended that a fully-actuated type signal be installed at the intersection.

We have, on several occasions in the past, received requests for the installation of traffic signals at the intersection of S. E. Powell Boulevard and 122nd Avenue. A review of past experience at this intersection indicates that there is at the present time sufficient justification for recommending the installation of a fully actuated traffic signal.

The Traffic Engineer, at the time of these investigations, studied all major intersections on the Mt. Hood Highway between Portland and Gresham and determined that at this time there is no need for additional traffic signal or other similar protection at locations other than the two mentioned above.

The two installations are estimated to cost $10,000 and there are sufficient funds in the 1955 Minor Betterment Budget for Traffic Signal Projects to be selected to cover this installation. The installation, being outside the corporate limits of any city, would be paid for solely by the Highway Department, and I recommend your approval.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. F. B. Crandall
Mr. C. H. Watson

FORM E-30X 97½ 3-54 73730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 6, 1955

SUBJECT: Investigation of Intersectional Hazards
Mt. Hood Highway
Portland to Salem

To: W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

There is attached the following:

1. Suggested draft of letter to State Highway Commission recommending installation of traffic signals at 122nd Avenue and 136th Avenue.
2. Correspondence with Milton R. Scott and T. L. Bransdal re 136th Avenue.
3. Map of the Portland-Gresham section.
   Collision diagrams of intersection study.
4. Report of investigation at SE 136th Avenue.

The report of investigation at SE 136th Avenue and Powell Boulevard shows there was warrant for the installation of a traffic signal but prior to submitting this report to you I felt it well to investigate all major intersections along this section of the Mt. Hood Highway, US26, to see if there was need for installing additional traffic signals or flashing beacons.

In the table below, the accident records for the period of January 1, 1950, to June 30, 1955, for the major intersections on this section of highway are summarized:

Intersection	Total Accidents	Persons Killed	Persons Injured	Preventable Accidents	STOP Sign Violations
SE 86th Avenue	5	1	0	1	1
SE 112th Avenue	27	1	15	12	2
SE 115th Avenue	8	0	1	1	0
SE 122nd Avenue 1/	54	0	6	27	25
SE 136th Avenue	31	0	7	19	5
SE 160th Avenue	5	0	1	0	0
SE 174th Avenue	22	0	4	11	1

1/ Flashing beacon installed 1948

One of the major items under consideration in this re-investigation was the matter of STOP sign violation. The violation of STOP signs has not been a major problem at any intersection other than SW 136th Avenue. At this intersection, STOP sign violations caused less than 1/3 of the preventable accidents. It does not seem that there is a need for flashing beacons as an additional STOP sign indication.

It is my belief that traffic signals should be installed at the SW 122nd Avenue and SW 136th Avenue intersections. Eventually, consideration should be given to the installation of signals at SW 112th Avenue and, if traffic continues to increase, at SW 174th Avenue, which is our old perennial Jenne Road. The street network in this area is such that a progressive traffic signal system is out of the question and that the best we can hope for is a series of non-interconnected fully-actuated traffic signals at the major intersections.

I accordingly have prepared the suggested draft to the Commission recommending expenditure of $10,000 to cover two fully-actuated traffic signals at SW 122nd Avenue and SW 136th Avenue. There are sufficient funds in our 1955 minor betterment budget to cover this work.

F. B. Crandall
Traffic Engineer

JAH:ng
Attachments

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
August, 1955

INVESTIGATION OF WARRANT OF TRAFFIC SIGNALS
Mt. Hood Highway at S. E. 136th Ave.
US26 - Hwy. No. 26 - M.P. 8.01

Recommendation:

It is recommended that a fully actuated traffic signal be installed at the intersection of the Mt. Hood Highway and S.E. 136th Avenue east of Portland. The installation is estimated to cost $4,500.

Historical Background:

This intersection has been investigated several times during the past years. This investigation and report is in response to a request from Mr. Milton R. Scott, 13550 S.E. Powell Boulevard, Portland 66, Oregon.

Investigation:

The point investigated is a four-way slightly acute angled intersection. There is a service station in the southeast and a grocery store and parking area in the southwest quadrant. Traffic entering the intersection from S.E. 136th Avenue is required to stop before proceeding. Shoulder parking is prohibited along US26 in this section. The indicated speed on US26 at this point is 50 MPH.

A 16-hour vehicle and pedestrian count was taken at the intersection on Thursday, August 18, 1955. The computed 24-hour volume entering the intersection was 8,218 vehicles. It was found that 1,625 vehicles, or 20% of all those entering, entered from S.E. 136th Avenue. During the 16-hour period of count, 61 pedestrians crossed US26.

During the period from January 1, 1950 to June 30, 1955, there were 31 reported accidents at the intersection. Seven persons were injured and there were no fatalities. Eighteen of the accidents were of a type that might have been prevented by traffic signals, and eleven accidents occurred during the hours of darkness. The preventable type accidents were almost equally divided as between vehicles entering from the north and south.

A check of the approach speeds at the intersection revealed that 85% of all vehicles approaching the intersection on US26 were traveling at or below a speed of 42.25 MPH. The ten-mile range containing the largest number of vehicles was from 36 to 46 MPH and the maximum speed recorded was 60 MPH. Only 2% of all vehicles checked were exceeding the 50 MPH indicated speed.

In the table below, conditions at the intersection are compared with the standard warrants for signalization of rural intersections:

Item	Observed	Minimum Warrant
Total Volume Warrant:		
Ave. Hourly Total Volume (Max. 8 Hrs.)	556	500
Ave. Hourly Cross-Street Volume (Max. 8 Hrs.)	110	125

Pedestrian Warrant:		
Ave. Hourly Ped. Volume Across Main Street (Max. 8 Hrs.)	6	125
Ave. Hourly Veh. Volume on Main Street (Max. 8 Hrs.)	429	300
Interruption of Continuous Traffic Warrant:		
Ave. Hourly Veh. Volume on Main Street (Max. 8 Hrs.)	443	500
Ave. Hourly Combined Volume Across Main Street (Max. 8 Hrs.)	115	50
Accident Warrant:		
Preventable Accidents (Last 12 Months)	3	5

From the table, it is found that the total volume and interruption of continueus traffic warrants are very closely approached. Because of this and because of the large percentage of preventable type accidents, it is recommended that a fully actuated type signal be installed at the intersection. The installation is estimated to cost $4,500.

VJ:imf

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division

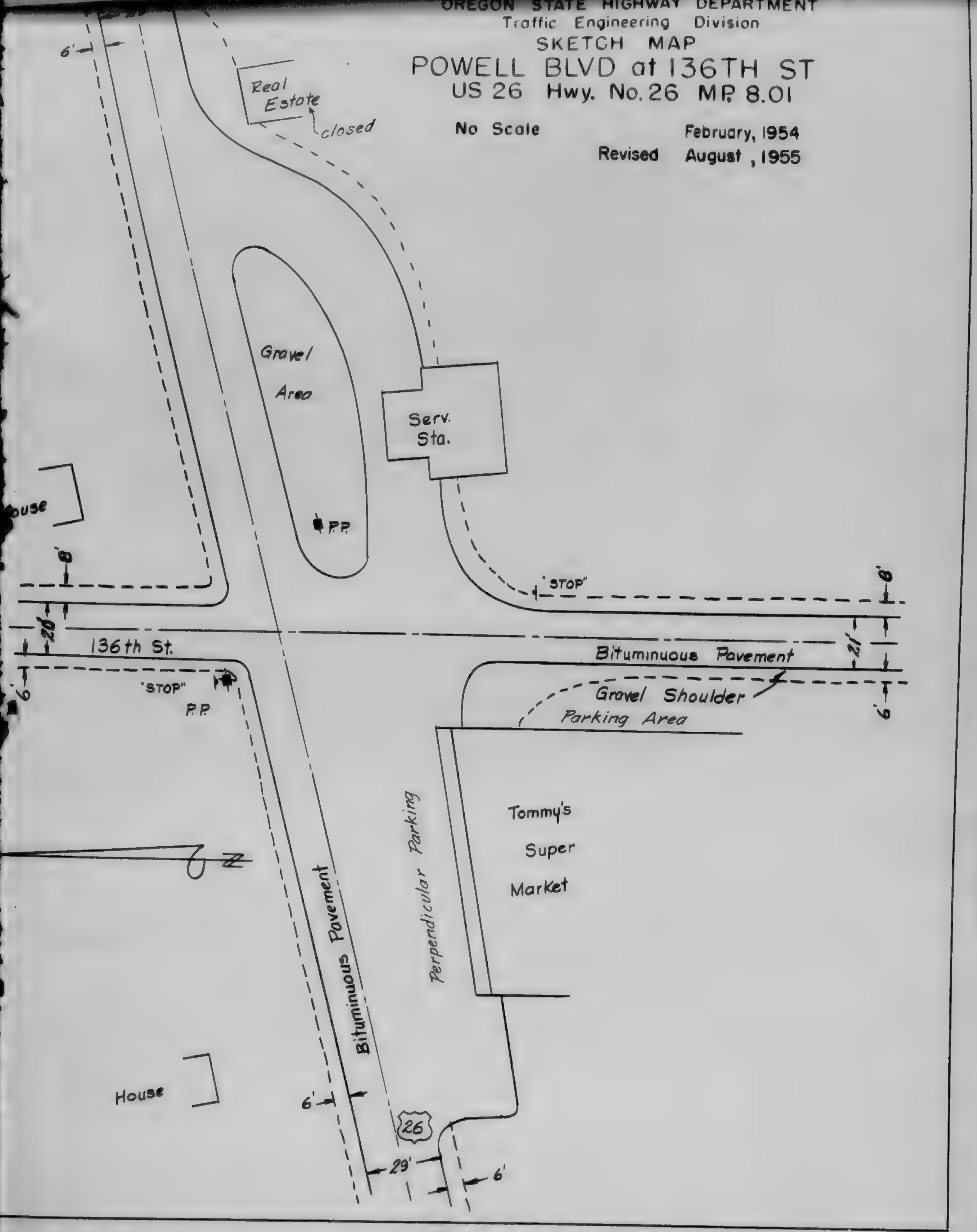
SKETCH MAP

POWELL BLVD at 136TH ST

US 26 Hwy. No. 26 MP. 8.01

No Scale

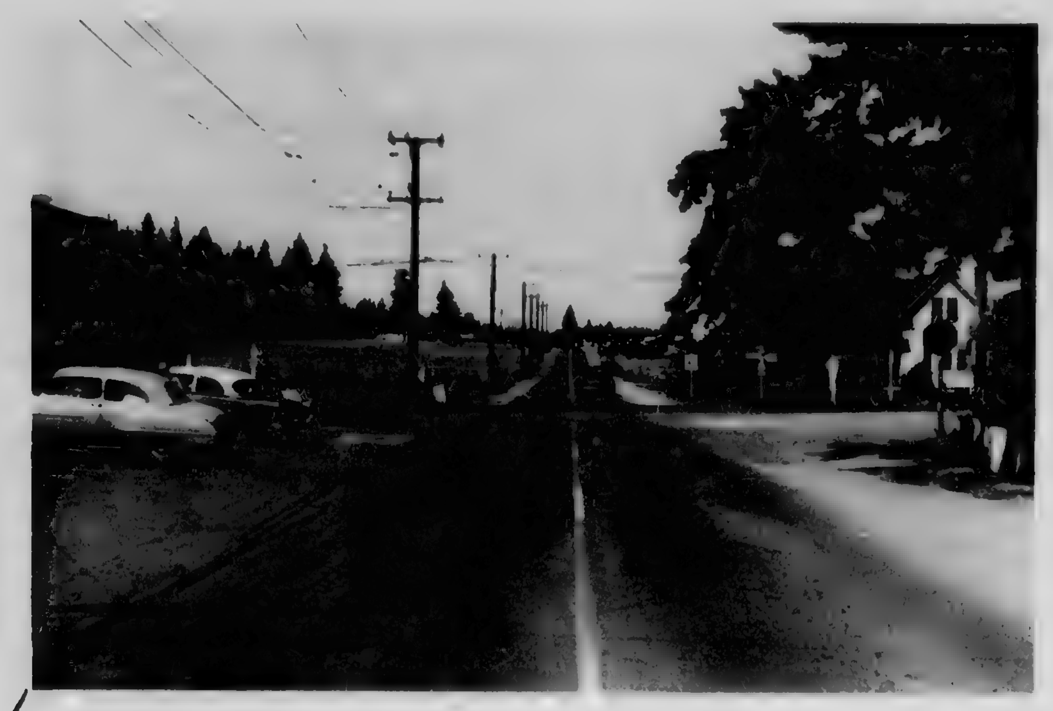
February, 1954
Revised August, 1955



6'
Real Estate
closed
Gravel Area
Serv. Sta.
P.P.
ouse
8'
"STOP"
8'
20'
136th St.
21'
Bituminuous Pavement
Gravel Shoulder
Parking Area
6'
"STOP"
P.P.
6'
Tommy's Super Market
Perpendicular Parking
Bituminuous Pavement
House
6'
26
29'
6'

4631 Mt. Hood Hwy. (E. Powell Blvd.)
E. 122 Ave. & E. 136th Ave.

Mt. Hood Hwy. (E. Powell Blvd.)
4631 E. 122 Ave. & E. 136th Ave.



1.

2.

3.

4.

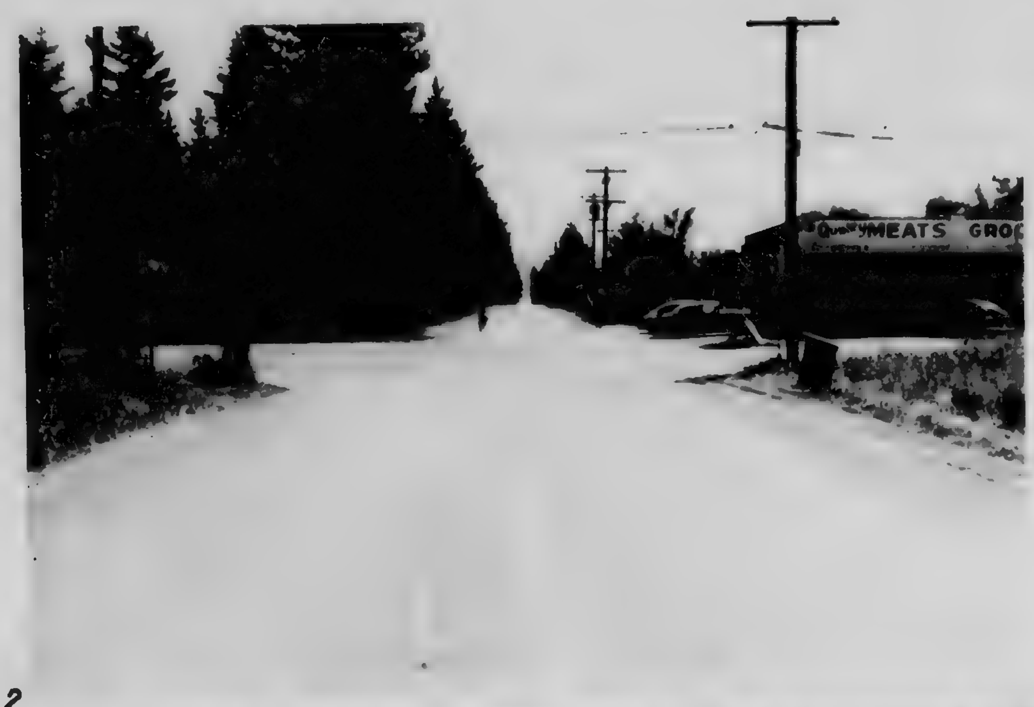
TYPICAL VIEWS
Mt. Hood Hwy. at SE 136th Ave. - E. of Portland

1. Looking north on S.E. 136th Ave. from 150 feet south of US26.

2. Looking south on S.E. 136th Ave. from 150 feet north of US26.

3. Looking east on US26 from 150 feet west of S.E. 136th Ave.

4. Looking west on US26 from 150 feet east of S.E. 136th Ave.



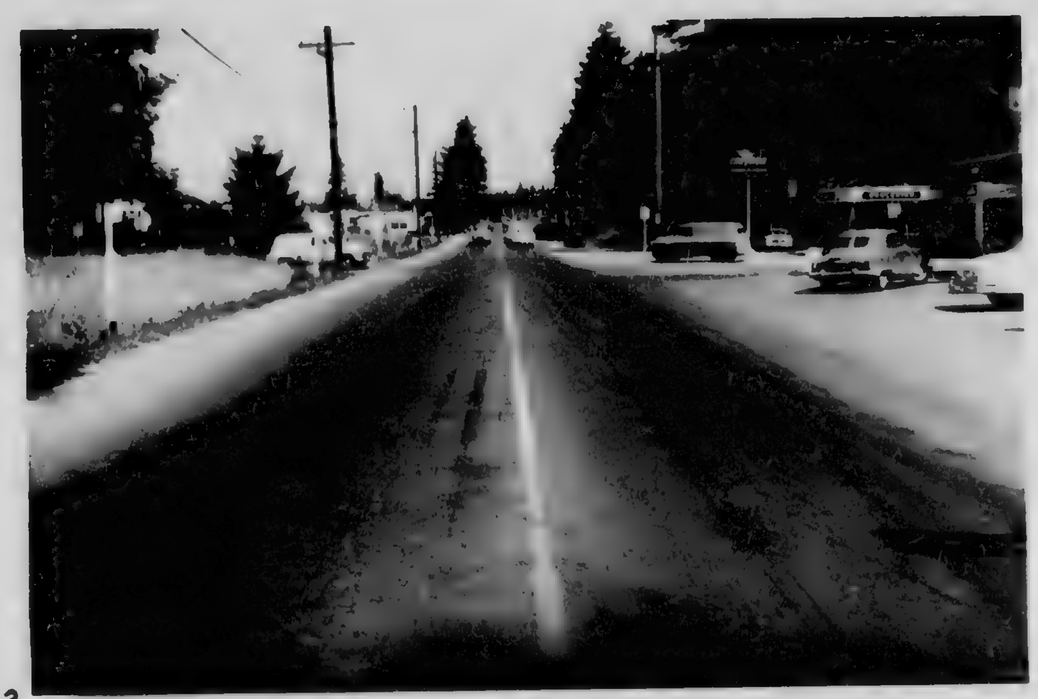
2.

3.

4.

TYPICAL VIEWS
Mt. Hood Hwy. at SE 136th Ave. - E. of Portland

1. Looking north on S.E. 136th Ave. from 150 feet south of US26.
2. Looking south on S.E. 136th Ave. from 150 feet north of US26.
3. Looking east on US26 from 150 feet west of S.E. 136th Ave.
4. Looking west on US26 from 150 feet east of S.E. 136th Ave.



3.

4.

TYPICAL VIEWS
Mt. Hood Hwy. at SE 136th Ave. - E. of Portland

1. Looking north on S.E. 136th Ave. from 150 feet south of US26.
2. Looking south on S.E. 136th Ave. from 150 feet north of US26.
3. Looking east on US26 from 150 feet west of S.E. 136th Ave.
4. Looking west on US26 from 150 feet east of S.E. 136th Ave.

4.

TYPICAL VIEWS
Mt. Hood Hwy. at SE 136th Ave. - E. of Portland

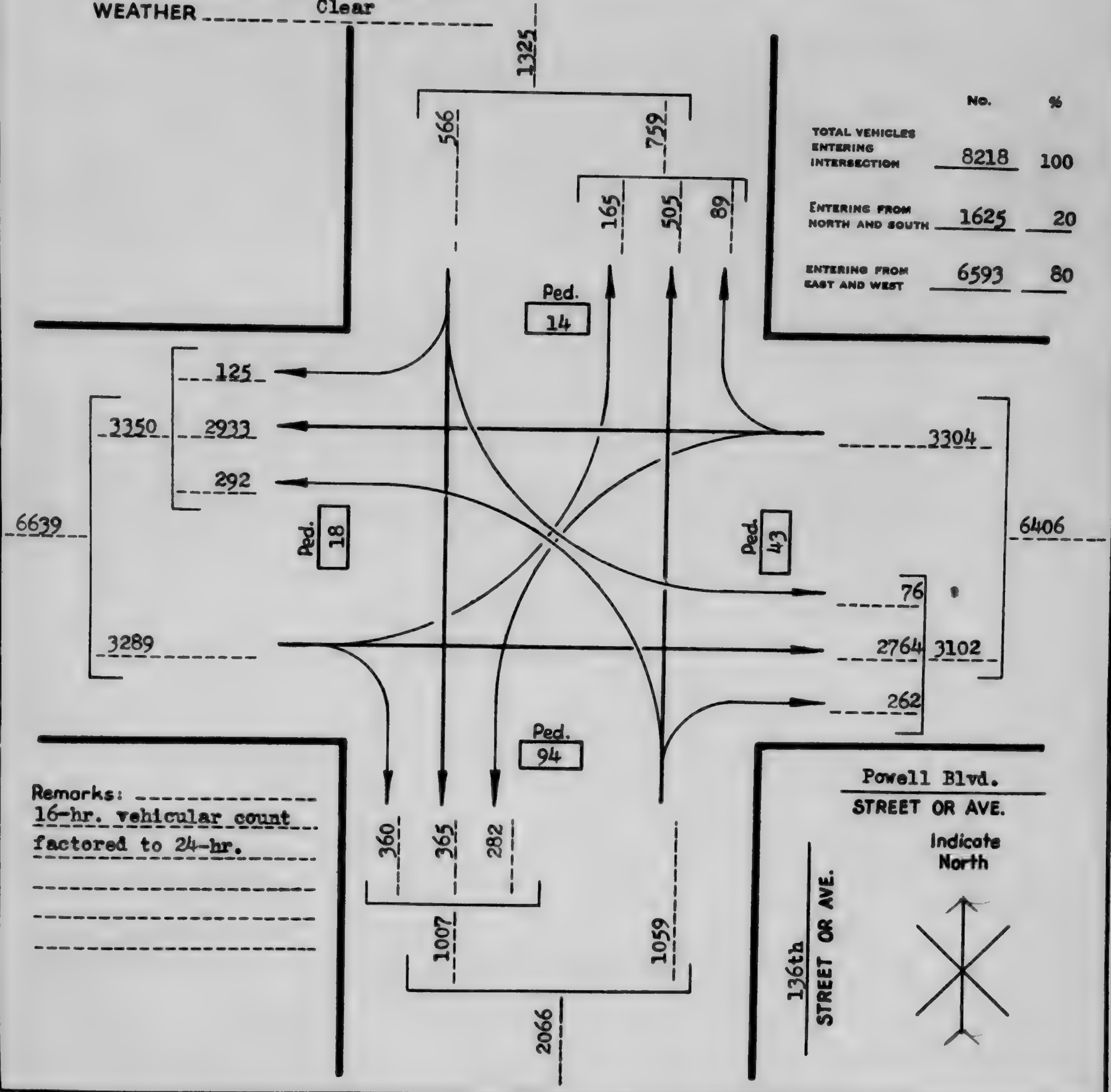
1. Looking north on S.E. 136th Ave. from 150 feet south of US26.
2. Looking south on S.E. 136th Ave. from 150 feet north of US26.
3. Looking east on US26 from 150 feet west of S.E. 136th Ave.
4. Looking west on US26 from 150 feet east of S.E. 136th Ave.

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION

TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE August 18, 1955
DAY OF WEEK Thursday
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6 AM - 10 PM
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6 AM - 10 PM
WEATHER Clear

CITY OF
INTERSECTION OF Powell Blvd. 136th Ave.
STATION NO
CODE NO
CLASSIFICATION All Vehicle



1325
566
759
165
505
89
Ped. 14
125
2933
292
3350
6639
Ped. 18
Ped. 43
3304
6406
76
2764
3102
262
3289
Ped. 94
360
365
282
1007
1059
2066

	NO.	%
TOTAL VEHICLES ENTERING INTERSECTION	8218	100
ENTERING FROM NORTH AND SOUTH	1625	20
ENTERING FROM EAST AND WEST	6593	80

Remarks:
16-hr. vehicular count
factored to 24-hr.

Powell Blvd.
STREET OR AVE.

136th
STREET OR AVE.

Indicate
North

Form E-48—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date August 18, 1955
Day of week Thursday
Hours counted 6 AM - 10 PM
Weather Clear

Classification All Vehicle

City of
Intersection Powell Blvd. & 136t
Station number
Code number

	TIME	SUMMARY BY MOVEMENTS																	SUMMARY BY LEGS			
		North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South
A. M.	6:00– 7:00		2	5		7	30	124	98	8	12	6	15	307	69	22	238	78	44	244	248	78
	7:00– 8:00	4	9	11	10	32	53	214	143	13	23	6	33	551	156	28	395	72	119	406	417	160
	8:00– 9:00	5	8	4	7	15	27	103	149	7	19	9	17	370	87	24	283	76	66	291	289	94
	9:00–10:00	4	5	5	6	12	16	130	148	11	8	10	18	373	63	17	310	83	48	306	317	75
	10:00–11:00	5	4	4	9	11	24	115	163	17	7	11	11	381	62	16	319	84	57	311	313	81
	11:00–12:00	4	6	7	6	11	22	157	174	11	21	14	16	449	81	18	368	82	56	373	374	95
P. M.	12:00– 1:00	7	5	8	12	21	25	163	154	18	12	19	14	458	87	19	371	81	78	359	370	109
	1:00– 2:00	1	4	7	16	23	28	152	180	14	12	19	13	469	84	18	385	82	79	363	387	109
	2:00– 3:00	8	8	12	7	15	16	190	158	16	13	19	15	477	79	17	398	83	66	393	401	94
	3:00– 4:00	5	3	9	11	17	23	185	161	11	11	15	13	464	78	17	386	83	68	376	394	90
	4:00– 5:00	3	7	11	16	41	28	251	223	36	16	36	19	687	118	17	569	83	106	536	556	176
	5:00– 6:00	6	4	9	16	40	46	218	235	21	20	65	20	700	141	20	559	80	121	504	563	212
	6:00– 7:00	6	6	5	8	34	30	190	174	23	22	35	19	552	116	21	436	79	89	421	431	163
	7:00– 8:00	4	7	9	15	21	42	193	172	22	20	27	19	551	115	21	436	79	98	418	435	151
	8:00– 9:00	5	2	5	4	19	34	159	106	16	8	16	14	388	85	22	303	78	69	296	304	107
	9:00–10:00	2	1	3	7	13	15	122	75	12	14	20	9	293	56	19	237	81	41	226	236	83
	10:00–11:00																					
	11:00–12:00																					
A. M.	12:00– 1:00																					
	1:00– 2:00																					
	2:00– 3:00																					
	3:00– 4:00																					
	4:00– 5:00																					
	5:00– 6:00																					
24-Hour total		76	89	125	165	365	505	2933	2764	282	262	360	292	8218	1625	20	6593	80	1325	6406	6639	2066
-Hour total																						
16-Hour total		69	81	114	150	332	459	2666	2513	256	238	327	265	7470	1477	20	5993	80	1205	5823	6035	1877
Control																						
Factor																						

136th Ave. St. is North and South
Powell Blvd. St. is East and West

Tabulated by
Computed by
Checked by
Checked by

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

August 18, 1955
Thursday
6 AM - 10 PM
Clear

Classification All Vehicle

City of
Intersection Powell Blvd. & 136th Ave.
Station number
Code number

SUMMARY BY MOVEMENTS															SUMMARY BY LEGS				PEDESTRIANS USING CROSSWA		
North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North	East	West
5		7	30	124	98	8	12	6	15	307	69	22	238	78	44	244	248	78		3	
11	10	32	53	214	143	13	23	6	33	551	156	28	395	72	119	406	417	160	1	4	
4	7	15	27	103	149	7	19	9	17	370	87	24	283	76	66	291	289	94		3	
5	6	12	16	130	148	11	8	10	18	373	63	17	310	83	48	306	317	75		1	1
4	9	11	24	115	163	17	7	11	11	381	62	16	319	84	57	311	313	81	1	3	
7	6	11	22	157	174	11	21	14	16	449	81	18	368	82	56	373	374	95		4	
8	12	21	25	163	154	18	12	19	14	458	87	19	371	81	78	359	370	109	2	6	5
7	16	23	28	152	180	14	12	19	13	469	84	18	385	82	79	363	387	109	1	2	2
12	7	15	16	190	158	16	13	19	15	477	79	17	398	83	66	393	401	94	2	5	1
9	11	17	23	185	161	11	11	15	13	464	78	17	386	83	68	376	394	90		4	2
11	16	41	28	251	223	36	16	36	19	687	118	17	569	83	106	536	556	176	5	4	3
9	16	40	46	218	235	21	20	65	20	700	141	20	559	80	121	504	563	212	2	2	2
5	8	34	30	190	174	23	22	35	19	552	116	21	436	79	89	421	431	163		2	
9	15	21	42	193	172	22	20	27	19	551	115	21	436	79	98	418	435	151			2
5	4	19	34	159	106	16	8	16	14	388	85	22	303	78	69	296	304	107			
3	7	13	15	122	75	12	14	20	9	293	56	19	237	81	41	226	236	83			
125	165	365	505	2933	2764	282	262	360	292	8218	1625	20	6593	80	1325	6406	6639	2066			
114	150	332	459	2666	2513	256	238	327	265	7470	1477	20	5993	80	1205	5823	6035	1877	14	43	18

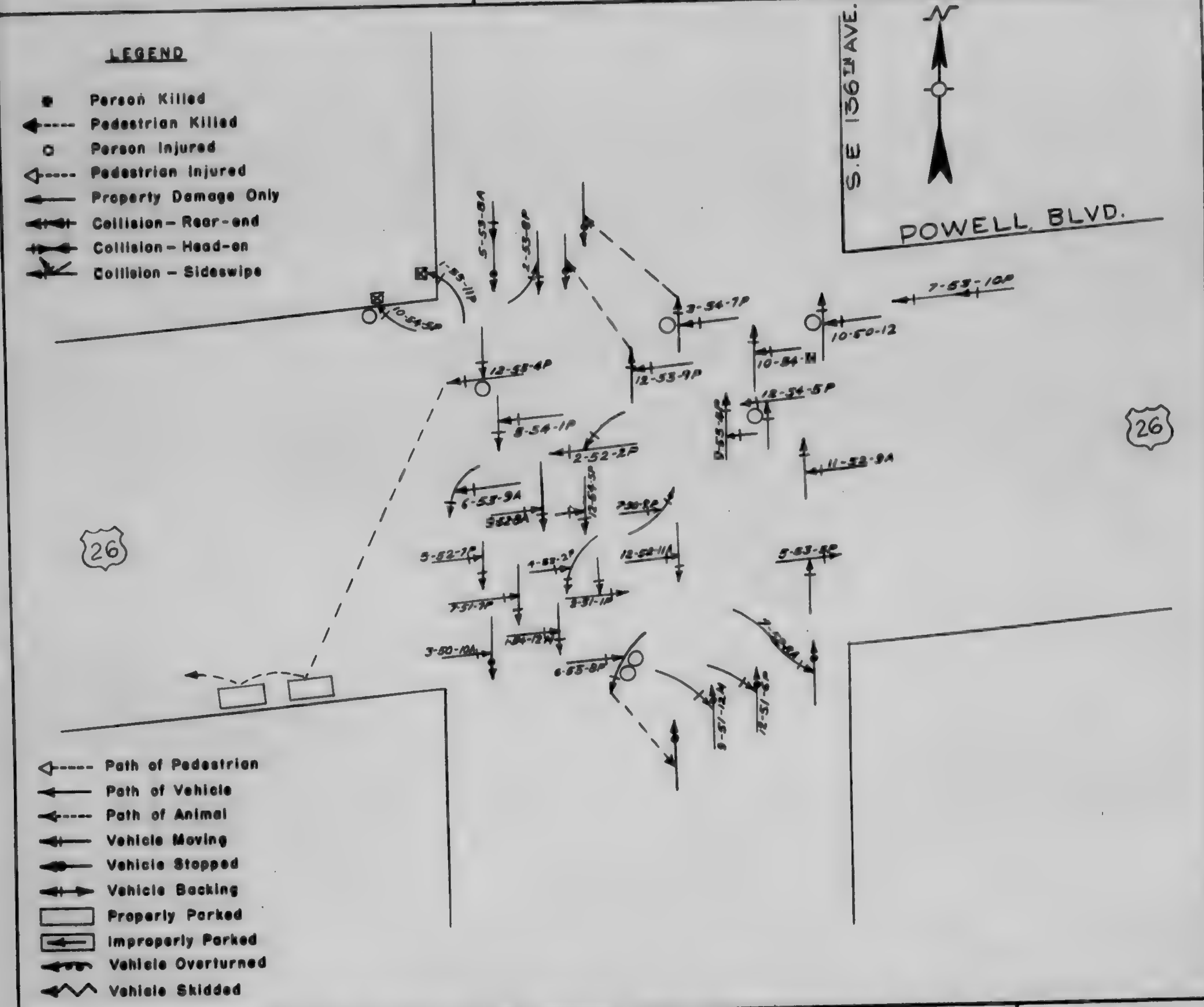
136th Ave. St. is North and South
Powell Blvd. St. is East and West

Tabulated by
Computed by
Checked by
Checked by

Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

Highway Number US 26 HWY. NO. 26 M.P. 8.01
Period Covered 1-1-50 6-30-55
Compiled by WA & CS. Drawn by D.S. Date 8-12-55


LEGEND
Person Killed
Pedestrian Killed
Person Injured
Pedestrian Injured
Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
S.E 136TH AVE.
N
POWELL BLVD.
26
26
5-53-8A
2-53-8P
1-55-11P
10-54-5P
3-54-7P
7-53-10P
10-50-12
10-54-
12-53-4P
12-53-9P
12-54-5P
8-54-1P
2-52-2P
11-53-9A
6-53-9A
5-52-8A
5-52-7P
4-53-2P
12-52-11A
5-53-5P
7-51-9P
8-51-1P
3-50-10A
6-55-8P
9-51-12N
12-51
Path of Pedestrian
Path of Vehicle
Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded

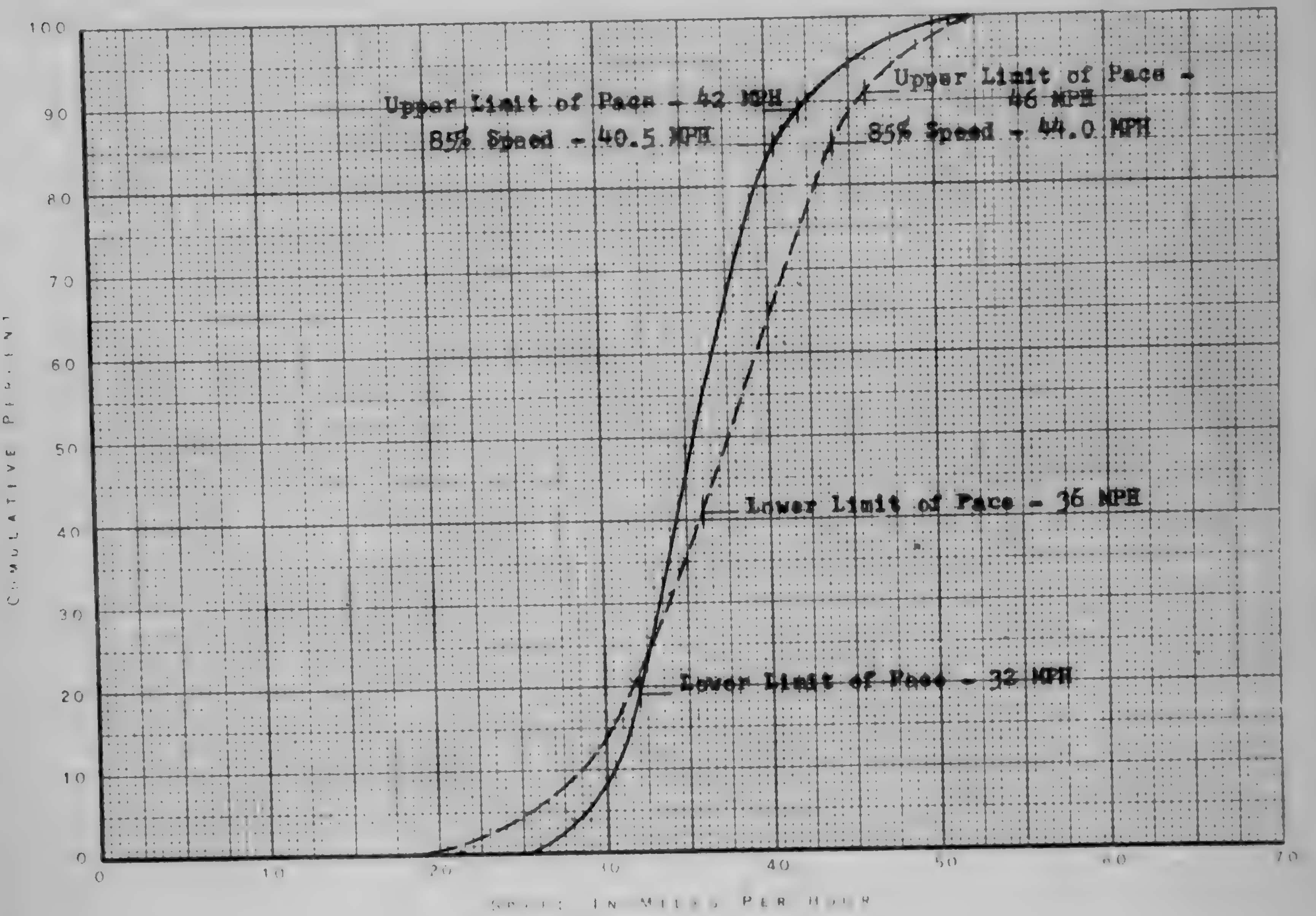
Collision Type	1950-1951				1952-1953				1954				1-1-55 to 6-30-55				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle		1	3	4		1	8	9		2	4	6						4	15	19
Head-on																				
Rear-end							2	2											2	2
Sideswipe																				
Turning Movement			3	3			4	4						1		1		1	7	8
Parking																				
Non-collision																				
Fixed Object										1		1			1	1		1	1	2
Pedestrian																				
Backing																				
Misc.																				
TOTAL		1	6	7		1	14	15		3	4	7		1	1	2		6	25	31

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION

PASSENGER VEHICLE SPEEDS

HIGHWAY ROUTE NO. US26
HIGHWAY NO. 26
MILE POST 7.90
GENERAL LOCATION 100 ft. east & west of S.E. 136th Ave. - E. of Portland

DATE August 11, 1955
TIME 11:15 a M TO 1:00 p M
PAVEMENT CONDITION Dry
NUMBER IN SAMPLE 151
——— East BOUND 52 MPH MAX. SPEED
– – – West BOUND 60 MPH MAX. SPEED



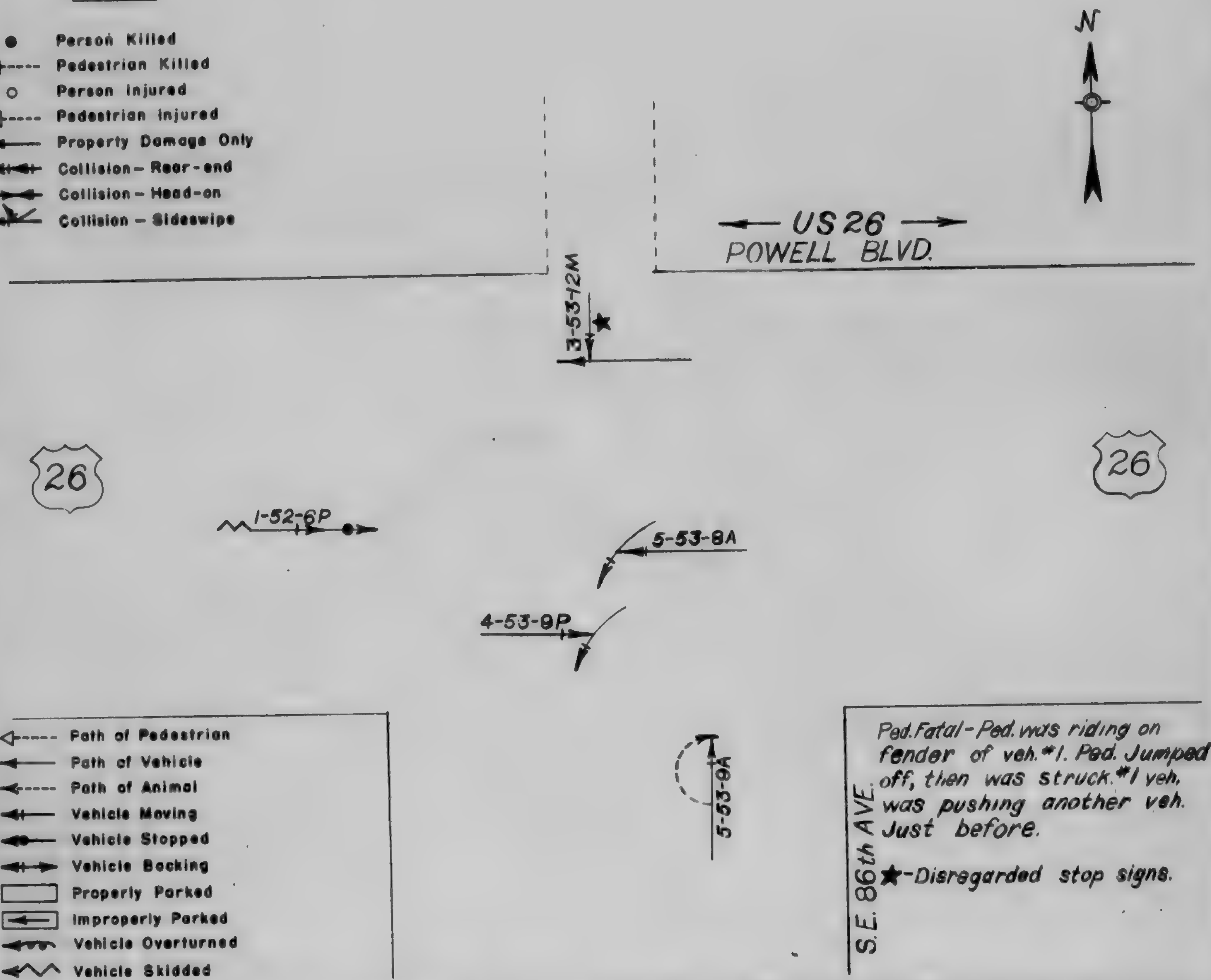
REMARKS: Bituminous Pavement 29 feet in width with graveled shoulders 6 feet in width

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis
COLLISION DIAGRAM

Intersection of Powell Blvd. and S.E. 86th Ave
Highway Number 26 (US26) M.P. 5.42
Period Covered 1-1-50 6-30-55
Compiled by C.S Drawn by Date 8-31-55

LEGEND

● Person Killed
←---- Pedestrian Killed
○ Person Injured
◁---- Pedestrian Injured
← Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe



◁---- Path of Pedestrian
← Path of Vehicle
←---- Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded

Ped. Fatal - Ped. was riding on fender of veh. #1. Ped. Jumped off, then was struck. #1 veh. was pushing another veh. Just before.

★ - Disregarded stop signs.

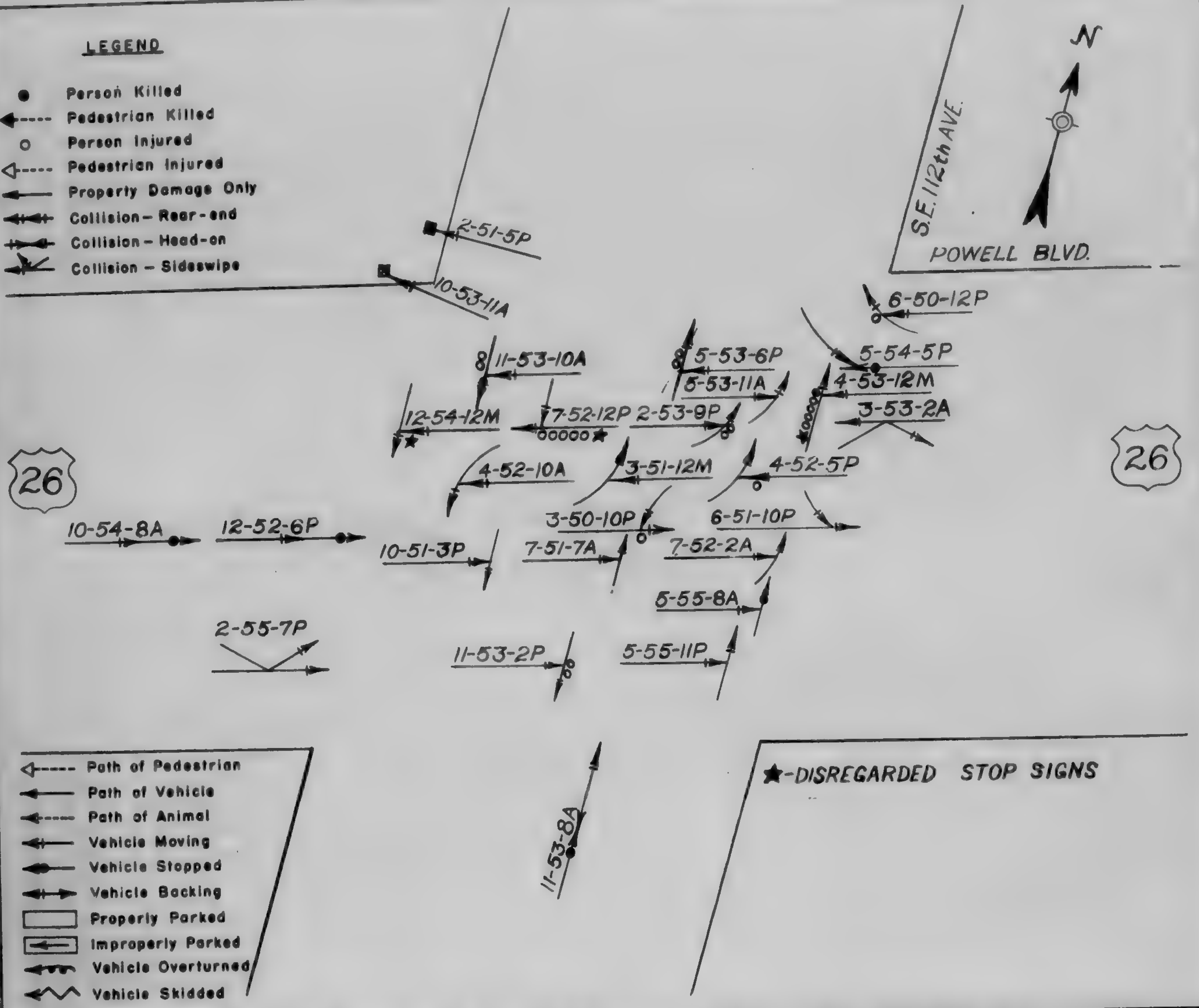
Collision Type	1950-1951				1952-1953				1954				1-1-55 to 6-30-55				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle							1	1											1	1
Head-on																				
Rear-end							1	1											1	1
Sideswipe																				
Turning Movement							2	2											2	2
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian					1			1									1			1
Backing																				
Misc.																				
TOTAL				0	1		4	5				0				0	1		4	5

4631 E. 122 Ave. & E. 136th ave.

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

Intersection of POWELL BLVD. and S.E. 112th AVE.
Highway Number 26(US26) M.P. 6.71
Period Covered 1-1-50 6-30-55
Compiled by C.S. Drawn by ______ Date 8-31-55


2-51-5P
10-53-11A
SE. 112th AVE.
POWELL BLVD.
N
6-50-12P
11-53-10A
5-53-6P
5-53-11A
5-54-5P
4-53-12M
3-53-2A
12-54-12M
7-52-12P
2-53-9P
26
26
4-52-10A
3-51-12M
4-52-5P
10-54-8A
12-52-6P
3-50-10P
6-51-10P
10-51-3P
7-51-7A
7-52-2A
5-55-8A
2-55-7P
11-53-2P
5-55-11P
11-53-8A

LEGEND

- ● Person Killed
- ◁---- Pedestrian Killed
- ○ Person Injured
- ◁---- Pedestrian Injured
- ← Property Damage Only
- Collision - Rear-end
- Collision - Head-on
- Collision - Sideswipe

- ◁---- Path of Pedestrian
- ← Path of Vehicle
- ←---- Path of Animal
- Vehicle Moving
- Vehicle Stopped
- Vehicle Backing
- ▭ Properly Parked
- Improperly Parked
- Vehicle Overturned
- Vehicle Skidded

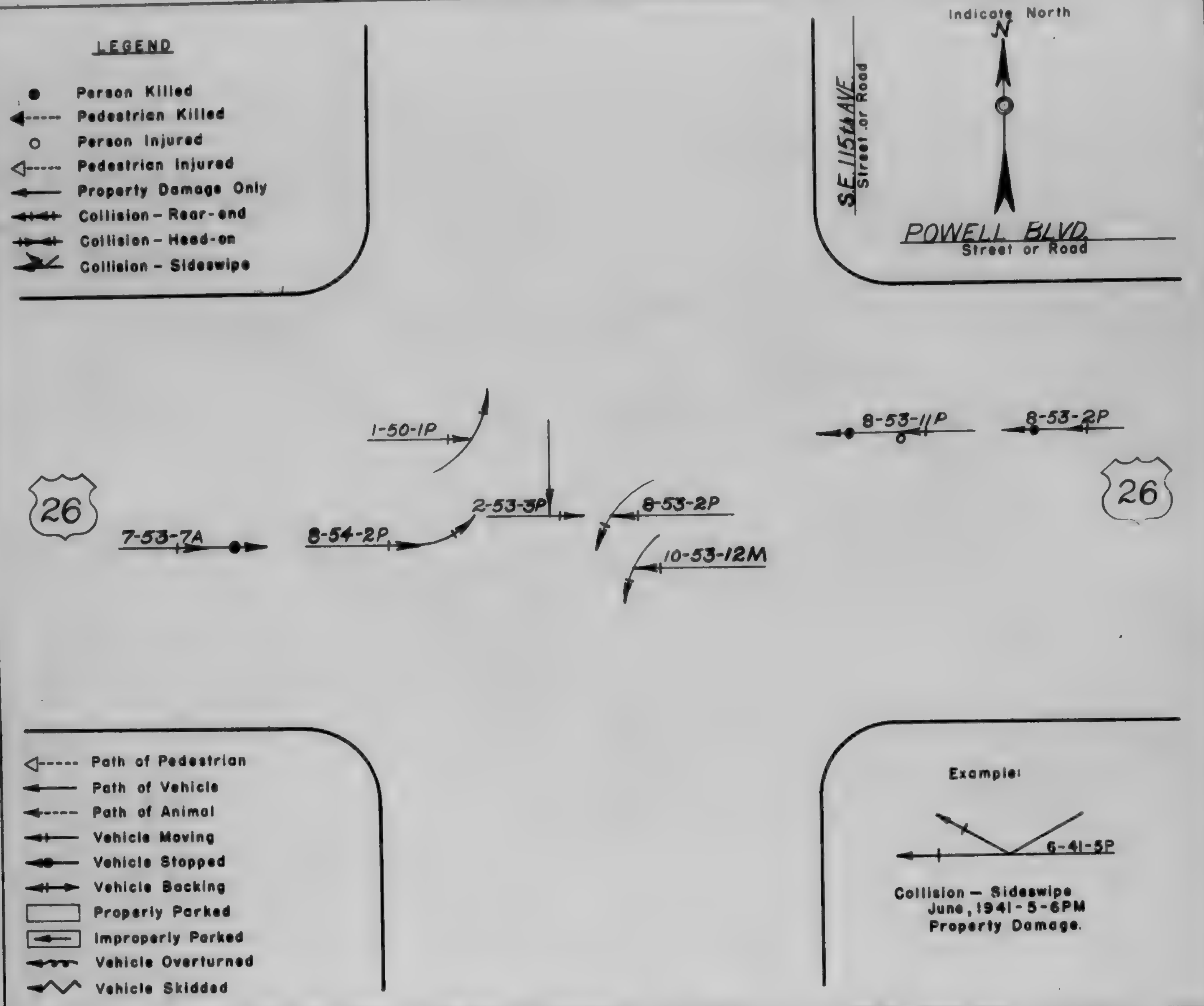
★-DISREGARDED STOP SIGNS

Collision Type	1950-1951				1952-1953				1954				1-1-55 to 6-30-55				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle			2	2	1	4		5			1	1			2	2	1	4	5	10
Head-on																				
Rear-end							1	1			1	1							2	2
Sideswipe							1	1							1	1			2	2
Turning Movement		2	2	4		2	3	5			1	1						4	6	10
Parking																				
Non-collision																				
Fixed Object		1		1			1	1										1	1	2
Pedestrian																				
Backing							1	1											1	1
Misc.																				
TOTAL		3	4	7	1	6	7	14			3	3					1	9	17	27

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

Intersection of Powell Blvd. and S.E. 115th Ave.
Highway Number 26 (US 26) M.P. 6.84
Period Covered 1-1-50 6-30-55
Compiled by C.S. Drawn by Date 8-31-55


Indicate North
N
S.E. 115th AVE.
Street or Road
POWELL BLVD.
Street or Road
26
26
1-50-1P
2-53-3P
8-53-2P
10-53-12M
7-53-7A
8-54-2P
8-53-11P
8-53-2P
Example:
6-41-5P

LEGEND

● Person Killed
◄----- Pedestrian Killed
○ Person Injured
◁----- Pedestrian Injured
◄—— Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe

◁----- Path of Pedestrian
◄—— Path of Vehicle
◄----- Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded

Collision — Sideswipe
June, 1941 - 5-6PM
Property Damage.

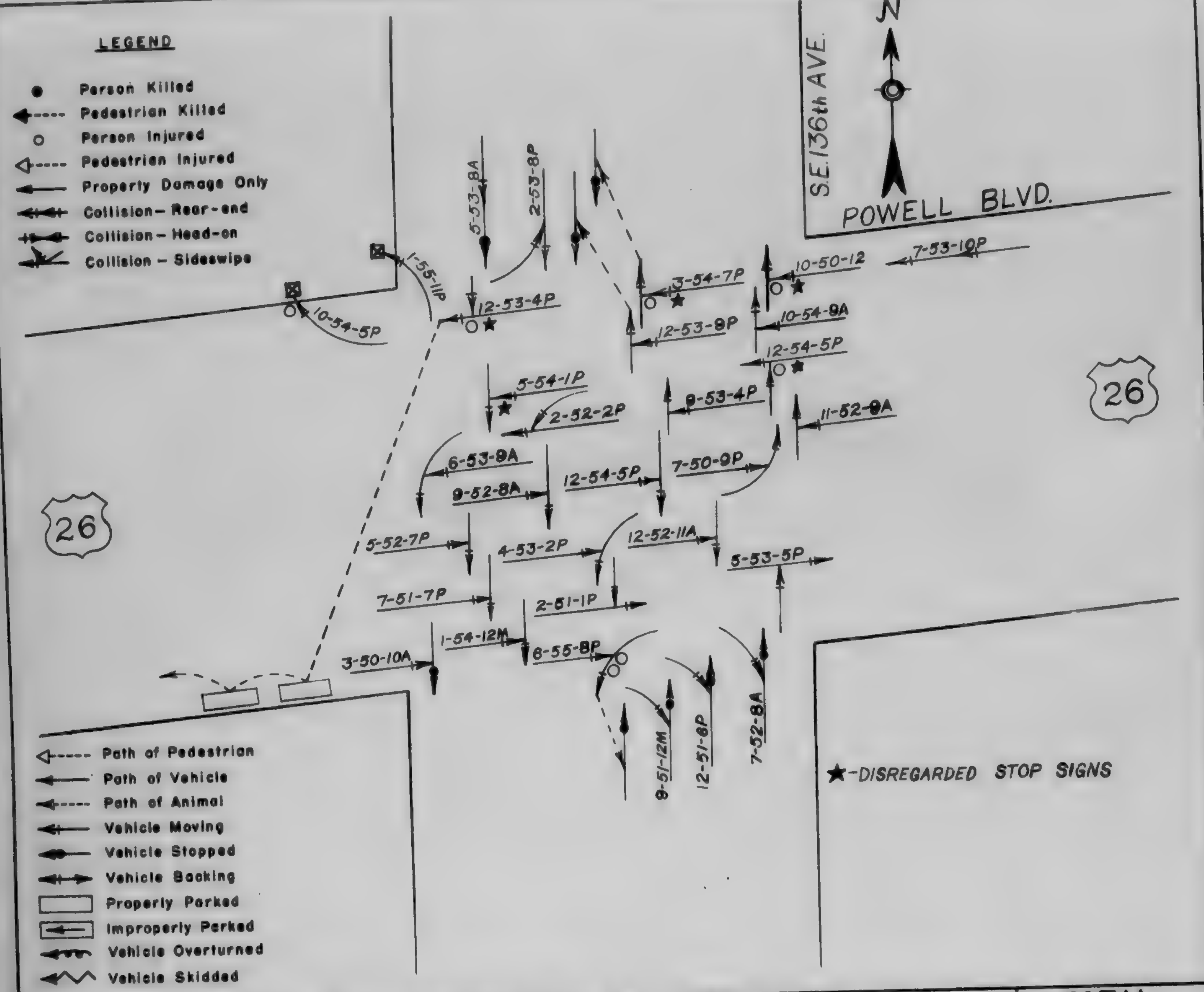
Collision Type	1950-1951				1952-1953				1954				1-1-55 to 6-30-55				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle							1	1											1	1
Head-on																				
Rear-end						1	2	3										1	2	3
Sideswipe																				
Turning Movement			1	1			2	2			1	1							4	4
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc.																				
TOTAL			1	1		1	5	6			1	1				0		1	7	8

Form E-260 — 2M — 11-45

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

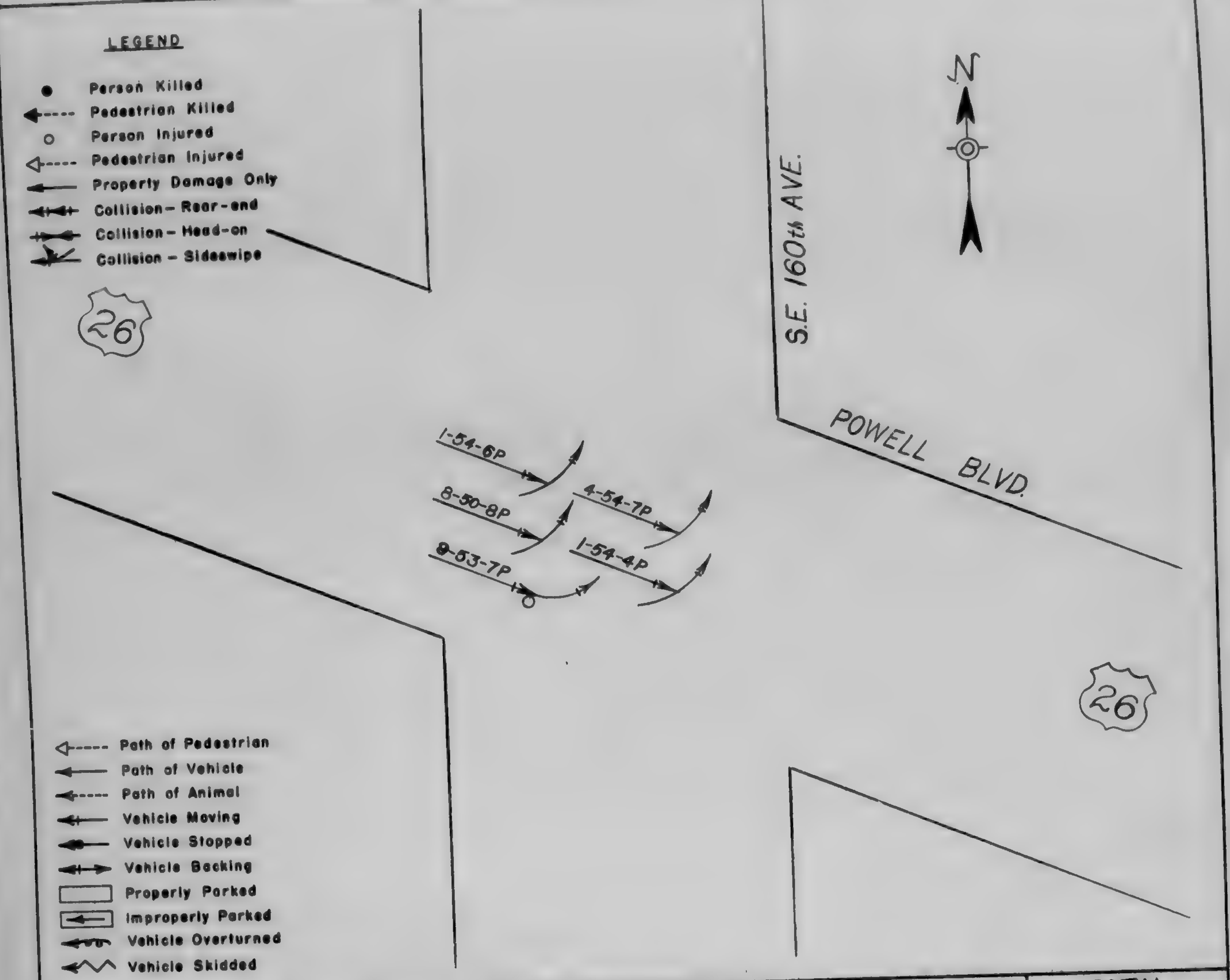
Intersection of POWELL BLVD. and S.E. 136th AVE.
Highway Number 26 (US26) M.P. 7.90
Period Covered 1-1-50 6-30-55
Compiled by W.A. & C.S. Drawn by ______ Date 9-2-55


LEGEND
● Person Killed
◁----- Pedestrian Killed
○ Person Injured
◁----- Pedestrian Injured
← Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
S.E. 136th AVE.
N
POWELL BLVD.
26
26
5-53-8A
2-53-8P
1-55-11P
10-54-5P
12-53-4P
3-54-7P
10-50-12
7-53-10P
12-53-9P
10-54-9A
12-54-5P
5-54-1P
2-52-2P
9-53-4P
11-52-9A
6-53-9A
9-52-8A
12-54-5P
7-50-9P
5-52-7P
4-53-2P
12-52-11A
5-53-5P
7-51-7P
2-51-1P
3-50-10A
1-54-12M
6-55-8P
9-51-12M
12-51-6P
7-52-8A
★-DISREGARDED STOP SIGNS
◁----- Path of Pedestrian
← Path of Vehicle
◁----- Path of Animal
← Vehicle Moving
← Vehicle Stopped
← Vehicle Backing
▭ Properly Parked
▭ Improperly Parked
Vehicle Overturned
Vehicle Skidded

Collision Type	1950-1951				1952-1953				1954				1-1-55 to 6-30-55				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle		1	3	4		1	8	9		2	4	6						4	15	19
Head-on																			2	2
Rear-end							2	2												
Sideswipe														1		1		1	7	8
Turning Movement			3	3			4	4												
Parking																				
Non-collision																		1	1	2
Fixed Object										1		1			1	1				
Pedestrian																				
Backing																				
Misc.																				
TOTAL		1	6	7		1	14	15		3	4	7		1	1	2		6	25	31

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis
COLLISION DIAGRAM

Intersection of POWELL BLVD and S.E.
Highway Number 26(US26) M.P. 9.16
Period Covered 1-1-50 6-30-55
Compiled by C.S. Drawn by ______ Date 8-31-55

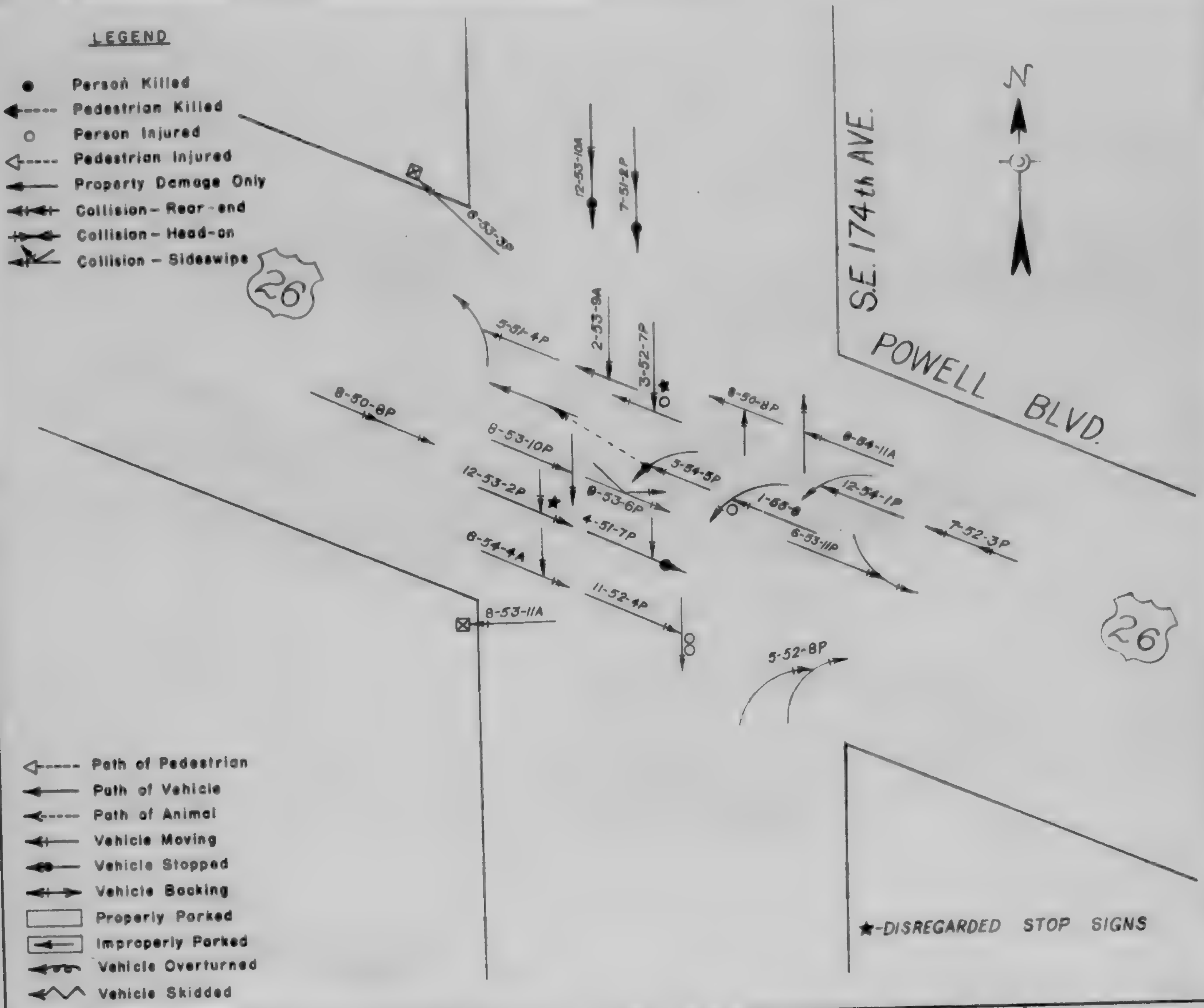

LEGEND
● Person Killed
Pedestrian Killed
○ Person Injured
Pedestrian Injured
Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
26
N
S.E. 160th AVE.
POWELL BLVD.
1-54-6P
8-50-8P
4-54-7P
9-53-7P
1-54-4P
26
Path of Pedestrian
Path of Vehicle
Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded

Collision Type	1950-1951				1952-1953				1954				1-1-55 to 6-30-55				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle																				
Head-on																				
Rear-end																				
Sideswipe																				
Turning Movement			1	1		1		1			3	3						1	4	5
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc.																				
TOTAL			1	1		1		1			3	3				0		1	4	5

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

Intersection of POWELL BLVD. and S.E. 174th AVE.
Highway Number 26 (US 26) M.P. 9.87
Period Covered 1-1-50 6-30-55
Compiled by C.S. Drawn by ______ Date 8-31-55


LEGEND
Person Killed
Pedestrian Killed
Person Injured
Pedestrian Injured
Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
26
S.E. 174th AVE.
POWELL BLVD.
N
6-53-3P
12-53-10A
7-51-2P
5-51-4P
2-53-9A
3-52-7P
8-50-8P
8-50-8P
8-54-11A
8-53-10P
3-54-5P
12-53-2P
9-53-6P
1-55-6
12-54-1P
4-51-7P
6-53-11P
7-52-3P
8-54-4A
11-52-4P
8-53-11A
5-52-8P
26
Path of Pedestrian
Path of Vehicle
Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded
★-DISREGARDED STOP SIGNS

Collision Type	1950-1951				1952-1953				1954				1-1-55 TO 6-30-55				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle			2	2		2	3	5			2	2						2	7	9
Head-on																			4	4
Rear-end			2	2			2	2											1	1
Sideswipe							1	1										1	5	6
Turning Movement			1	1			2	2			2	2		1		1				
Parking																				
Non-collision																			2	2
Fixed Object							2	2												
Pedestrian																				
Backing																				
Misc.																				
TOTAL			5	5		2	10	12			4	4		1		1		3	19	22

FOR FILING

26-1417

August 5, 1955

Mr. Milton R. Scott
13550 S. E. Powell Blvd.
Portland 66, Oregon

Dear Mr. Scott:

This will acknowledge your letter of August 3 requesting a "blinking light" at the intersection of SE 36th Avenue and Powell Blvd., between Portland and Gresham. I wish to advise that your request will be subject of investigation after which you will be apprized of action taken.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

By

F. B. Crandall
Traffic Engineer

JAH/cp

bc - W. C. Williams
V. P. Johnson

4631 E. 122 Ave. & E. 136th Ave.

13550 S.E. Powell
Portland (66), Oregon
August 3, 1955

Mr. F.B. Crandall
Traffic Engineer
State Highway Dept.
Salem, Oregon

Dear Sir:

How does one go about getting a blinker light at the intersection of 136th and Powell Blvd. between Portland and Gresham? We have had several bad wrecks here lately and some close misses, because autos crossing Powell on 136th fail to stop.

A blinker light with caution on Powell and Stop on 136th might solve the problem.

I hate to sit here here and see someone loose their life regardless of whos' fault it may be. Please do something?

Sincerely

s/ Milton R. Scott

copy made: 8-8-55
imf

13580 S.E. Powell
Portland 66, Oregon

July 26, 1955

State Highway Commission,
Salem, Oregon.

Attention: Mr. F.B. Crandall,
Traffic Engineer.

Gentlemen:

Approximately two years ago, we sent you a letter and petition requesting that a traffic signal be installed at the intersection of S.E. 136th Avenue and Powell Boulevard, Portland, Oregon.

At that time, your department did not feel this was necessary, but as more and more accidents are occuring here, we would appreciate your making another survey in regard to a traffic light and opening up of this intersection.

Yours very truly,

TOMMY'S SUPER MARKET,

s/
T.L. Bransdal,

TLB:a

copy made: 8-1-55
imf

COPY

This letter has not
been acknowledged
as of 8-26-55

96-11[illegible] Portland [illegible] Aerial Photo- 1956
graphy and Design Project
#32

RECEIVED
JAN 6 - 1958

FOR FILING

[illegible] 1444

[illegible]

December 30, 1957

Mr. William T. Pryor
Chief of Aerial Surveys
Bureau of Public Roads
Washington, D. C.

Dear Mr. Pryor:

I write this as a belated thank-you for the assistance that you gave the State of Oregon in resolving a controversy re an aerial survey which we had underway in the city of Portland. For your information, the matter was finally resolved by a cancellation of items in the contract that the contractor, Delano Aerial Surveys, was unable to perform. An adjustment on the contract items was made in favor of the State.

I appreciate your help in this and in all other matters in which you have so kindly given us assistance.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:me

RECEIVED
DEC 12 1957
FOR FILING

December 11, 1957

Delano Aerial Surveys
1536 S. E. 11th Avenue
Portland 14, Oregon

Attention: Mr. Leonard H. Delano

Gentlemen:

Your agreement with the State Highway Commission concerning the termination of Contract No. 4632, for aerial photography and mosaic work in the Portland Metropolitan Area, does not concern the performance bond that you furnished in connection with this job, but simply covers the completion of your obligation to the State Highway Department. It does not relieve you from your obligation to others who may have claims against you arising out of the work. Neither the Highway Commission nor any one connected with the State Highway Department has any authority to waive the statutes in that regard. Accordingly, the bond that you furnished can be held responsible and liable for any claim that may be filed legally with the Secretary of State prior to the expiration of the period of six months from termination of the contract by the State Highway Commission provided the claim is pursued within two years.

As stated in my letter of December 4th to The Phoenix Insurance Company, our records do not disclose that any claim has been filed against this job.

I trust that this clarifies any misunderstanding that you may have on the subject.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

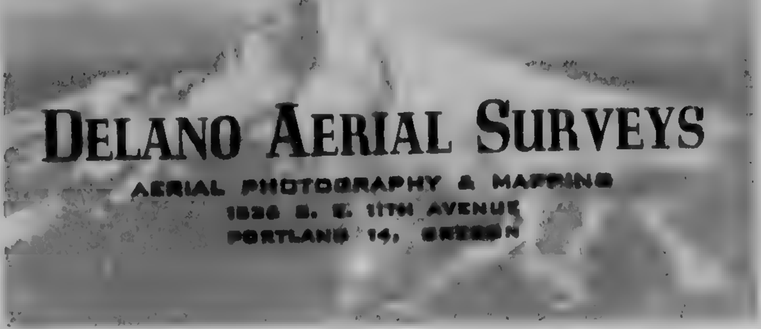
HBG:jmc
cc: Mr. F. W. Neff
The Phoenix Insurance Company
500 Mills Building
220 Montgomery St.
San Francisco 4, California

TOPOGRAPHIC MAPS, PHOTOMAPS, AERIAL PHOTOGRAPHY, MOSAICS, LAB WORK

ASSOCIATED WITH
WESTERN MAPPING COMPANY
PRECISION MAPPING

OWNERS OF
BRUBAKER SURVEY FILES

DELANO STUDIOS
COMMERCIAL PHOTOS



DELANO AERIAL SURVEYS
AERIAL PHOTOGRAPHY & MAPPING
1526 S. E. 11TH AVENUE
PORTLAND 14, OREGON

PHONE: ~~EMPIRE~~ 2139
BE 6 -

MEMBER
AM. SOCIETY OF PHOTOGRAMMETRY

December 10, 1957

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

Sir:

Subject: Contract No. 4632

Reference your letter of December 4 to Mr. Neff of The Phoenix Insurance Company concerning release of the bonding company on our Contract No. 4632 for aerial photography and mosaic work in the Portland metropolitan area, we respectfully make this additional comment.

In signing the release to Oregon Highway Department and being furnished a release from the department from further performance and claims, we had at that time assumed that such mutual release was automatically taking care of all matters, including the bond release.

Very truly yours,

DELANO AERIAL SURVEYS

Leonard H. Delano

Leonard H. Delano

LHD:amz

cc: Mr. F. W. Neff
The Phoenix Insurance Co.

ANSWERED
H. B. GLAISYER

RECEIVED
DEC 11 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 5 1957
FOR FILING

[illegible]

4632

December 4 1957

The Phoenix Insurance Company
500 Mills Building
220 Montgomery Street
San Francisco 4, California

Attention: Mr. F. W. Neff

Gentlemen:

The Oregon State Highway Commission has been informed by Delano Aerial Surveys that you desire a letter releasing you from your obligation as surety on the bond furnished by Delano Aerial Surveys in connection with its contract with the Oregon State Highway Commission, Contract No. 4632, for performance of certain aerial photography and mosaic work in the Portland metropolitan area.

I am sorry but we are not in position to do what you ask. Such matter is taken care of automatically under the Oregon statutes. The bond furnished by any contractor in connection with State Highway work remains in full force and effect for a period of six months following termination of the contract and acceptance of the same by the State Highway Commission. The bond can be held responsible and liable for the payment of any claim that arises out of the contract if the claim is filed with the Secretary of State prior to the expiration of the six-month period. If no claim is filed in such manner, then the bond is automatically relieved from further obligation. I enclose a copy of the statutes referred to. Incidentally, you will note that if a claim has been filed within the six-month period, the bond remains in force sofar as that particular claim is concerned for a period of two years, but is automatically relieved from obligation if the claim is not pursued within that time.

Our records of this job do not disclose that any claims have been filed against the job to date. The law mentions completion of the contract and acceptance of the same by the State Highway Commission. Contract No. 4632 ~~is~~ was not completed but was terminated by the State Highway Commission at a meeting held on August 29, 1957, which date, I believe, should be considered as the formal acceptance date of the contract by the Commission.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: Delano Aerial Surveys

cc: Delano Aerial Surveys
1536 S.E. 11th Avenue
Portland, Oregon

Attention: Leonard H. Delano

Dear Mr. Delano:

This letter is written in response to your letter of November 25, 1957, directed to Mr. W. C. Williams, State Highway Engineer, attention Mr. Forrest Cooper, Deputy State Highway Engineer. Mr. Cooper asked me to notify the Phoenix Insurance Company.

H. B. Glaisyer, Secretary

GC

TOPOGRAPHIC MAPS, PHOTOMAPS, AERIAL PHOTOGRAPHY, MOSAICS, LAB WORK

ASSOCIATED WITH
WESTERN MAPPING COMPANY
PRECISION MAPPING

OWNERS OF
BRUBAKER SURVEY FILES

DELANO STUDIOS
COMMERCIAL PHOTOS

DELANO AERIAL SURVEYS
AERIAL PHOTOGRAPHY & MAPPING
1836 S. E. 11TH AVENUE
PORTLAND 14, OREGON

PHONE: XXXX 2139
BE 6

MEMBER
AM. SOCIETY OF PHOTOGRAMMETRY

November 25, 1957

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Re: Contract No. 4632

Attention Mr. Forrest Cooper, Deputy State Highway Engineer

Sir:

On September 24 you advised us, after inquiry from our office, that action was taken August 9 settling this contract. We are now in receipt of a letter from our bonding company in which they indicate that they have not been officially advised of release of our liability to them on this contract.

We would appreciate a letter to The Phoenix Insurance Co. of Hartford, 500 Mills Building, 220 Montgomery Street, San Francisco 4, California, Attention Mr. F. W. Neff, advising him of release and furnish us with a copy of such communication. If there is some reason this release is being held up, we would like to be advised of it at your earliest convenience.

Very truly yours,

DELANO AERIAL SURVEYS

Leonard H. Delano

Leonard H. Delano

LHD:amz

cc: Mr. F. W. Neff

cc Adams

LETTER TO Phoenix Ins Co
DATE 12/4

RECEIVED
NOV 26 1957
OREGON
STATE HIGHWAY COMMISSION

THOUSANDS OF AERIAL VIEWS ON FILE

RECEIVED
SEP 25 1957
FOR FILING

September 24, 1957

Delano Aerial Surveys
1536 S. E. 11th Avenue
Portland 14, Oregon

Attention: Mr. Leonard H. Delano

Gentlemen:

In reply to your letter of September 23, 1957 re Contract No. 4632, I quote from the Highway Commission minutes for the meeting held on August 29, 1957 in Salem:

"The Engineer also brought up for discussion a proposed settlement with Delano Aerial Surveys, Portland, to whom the Commission awarded State Highway Contract No. 4632, for the Portland Area Aerial Photography and Mosaic Project, in Multnomah, Clackamas and Washington Counties. He recalled that the Commission at its meeting on August 8 and 9, 1957 declared this contractor in default; however, subsequently an arrangement was made with the contractor for the release of its interests, whereby the State is to pay the contractor for all work accomplished amounting to $7,720.00, less the sum of $1,588.47, which represents additional engineering costs incurred by the State, and expense, due to the contractor's inability to complete the job. The arrangement also provides that the State will not pay for pictures or for mosaics. Total payment to the contractor, therefore, is $6,131.53. He recommended approval of the arrangement on the condition that Delano Aerial Surveys will sign a statement accepting the settlement and agreeing to make no further demands on the State. He also recommended that the Commission rescind the action taken on August 9, 1957, declaring this contractor in default if they will sign such an agreement. The recommendations were adopted by the Commission unanimously."

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:me

TOPOGRAPHIC MAPS, PHOTOMAPS, AERIAL PHOTOGRAPHY, MOSAICS, LAB WORK

ASSOCIATED WITH
WESTERN MAPPING COMPANY
PRECISION MAPPING

OWNERS OF
BRUBAKER SURVEY FILES

DELANO STUDIOS
COMMERCIAL PHOTOS

DELANO AERIAL SURVEYS
AERIAL PHOTOGRAPHY & MAPPING
1596 S. E. 11TH AVENUE
PORTLAND 14, OREGON

PHONE: ~~EMPIRE~~ 2139
BE 6 -

MEMBER
AM. SOCIETY OF PHOTOGRAMMETRY

September 23, 1957

Mr. W. C. Williams
Oregon State Highway Department
Salem, Oregon

Attention Mr. Forrest Cooper

Sir:

We have not received notice reference action of the Commission on contract No. 4632 and are wondering if you could advise us of the status at this time.

Very truly yours,

DELANO AERIAL SURVEYS

Leonard H. Delano

Leonard H. Delano

LHD:amz

RECEIVED
SEP 24 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
FORREST COOPER

THOUSANDS OF AERIAL VIEWS ON FILE

Form E-1—10M—12-56

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 21, 1957

Section Portland

Highway Metro. Area County Mult.

Contractor Delanom Aerial Surveys

Date of contract March 1, 1956

Date work started March 1, 1956

Project authorization $ 18,308.75

Exclusive of engineering $ 13,270.00

Kind of work Earial Photography & Mosaic

Section prefix 26-1444

Contract number 4632

Specified work days Does Not apply

Work days used "

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 13,270.00

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 58.2 %

Engineering authorization $ 5,038.75

Engineering cost to date $ 2,746.81, 54.51 %

Date project was completed 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

It is understood that this project is in the hands of the Highway Commission. This will be the last report unless otherwise directed.

CONSTRUCTION DIVISION
RECEIVED

NOTED E. B.

Signed James Dan

Address P.O.Box 4699, Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 136

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
SEP 17 1957
FOR FILING

file

26-1444

4632

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 12th, 1957

[illegible]

SUBJECT:

To: Mr. S. H. Probert
Office Engineer
Office

I attach hereto the release agreement signed by Leonard H. Delano of Delano Aerial Surveys closing the contract for the aerial mosaic of Portland. Mr. Glaisyer's office advises that they have the certified check which is payment in part for the excess engineering, the balance being covered by monies withheld under retained percentage.

Tom Edwards
Tom Edwards
Construction Engineer

TE:AR
Enc.

NOTED
H. B. GLAISYER

REFERRED TO
[illegible]
BY SECRETARY

[illegible]
and
[illegible] #4632

Cove 9/17

Form E-1—10M—12-56

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 14, 1957

Section Portland

Highway Metro. Area County Mult.

Contractor Delano Aerial Surveys

Date of contract March 1, 1956

Date work started March 1, 1956

Project authorization $ 18,308.75

Exclusive of engineering $ 13,270.00

Kind of work Aerial Photography & Mosaic

Section prefix 26-1444

Contract number 4632

Specified work days Does not apply

Work days used Does not apply

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 13,270.00

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 58.2 %

Engineering authorization $ 5,038.75

Engineering cost to date $ 2,746.81, 54.51 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All material to fulfill agreement was taken to Salem on Monday, Sept. 9, by James Don, Resident Engineer. The status of this job will be resolved by the Highway Commission at its meeting on Friday, Sept. 13.

CONSTRUCTION DIVISION
RECEIVED
SEP 16 1957

NOTED CE ACE COL

Noted
M. N. Juve

NOTED
C. E. [illegible]

Signed James Don
James Don, Resident Engineer

Address P.O.Box 4699, Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

Form [illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

Form E-1—10M—12-56

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 7, 1957

Section Portland

Kind of work Aerial Photogrphy and Mosaic

Highway Metro. Area County Mult.

Section prefix 26-1444

Contractor Delano Aerial Surveys

Contract number 4632

Date of contract March 1, 1956

Specified work days Does not apply

Date work started March 1, 1956

Work days used Does not apply

Project authorization $ 18,308.75

Exclusive of engineering $ 13,270.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 13,270.00

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 58.2 %

Engineering authorization $ 5,038.75

Engineering cost to date $ 2,746.81, 54.51 %

Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

As of today, Friday, Sept.6,1957, Mr. Delano has delivered to this office all requirements pertaining to the agreement.

This material will be forwarded to Salem on Monday, Sept.9,1957

CONSTRUCTION DIVISION
RECEIVED
SEP - 9 1957
NOTED ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Noted
M. N. Juve

Signed James Don

Address James Don, Resident Engineer

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
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Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
SEP 11 1957
FOR FILING

[illegible]

4632

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 3, 1957

SUBJECT: Contract No. 4632
Release of Leonard H. Delano
Delano Aerial Survey

To: Thomas Edwards
Construction Engineer

OFFICE

As you probably know, Mr. B. D. Barbee presented to Mr. Leonard H. Delano, on August 30, 1957, the Release which we had prepared and in which Mr. Delano agreed to release his interest in the $1159.00 which the State is still holding on the portion of the contract he has completed and would, in addition, pay to the State Highway Commission the sum of $429.47. These two sums total the $1588.47 that the State incurred in additional engineering costs and expenses due to Delano's inability to complete contract No. 4632.

It is my understanding, from Mr. Barbee, that upon presenting this Release to Mr. Delano, Mr. Delano telephoned his attorney and upon his attorney's advice, refused to sign the same primarily because it was a Unilateral Release and makes no provision that the Commission, upon accepting the same, would in turn, release Mr. Delano from any present or future claims of any kind that might arise out of the contract. We were aware of this fact, and I believe I mentioned it to you, or Mr. Cooper, when we drew the Release.

After Mr. Barbee returned to Salem, he brought the Release to me and gave me the name of Mr. Delano's attorney, Mr. Lloyd V. Wiser. I immediately called Mr. Wiser and explained to him the situation and informed him that the reason that we wished to have a Unilateral Release was that our Highway engineer wished to present this matter to the Commission at its next meeting and that, in presenting it to the Commission, he desired to have something in writing signed by Mr. Delano requesting that he be released from the contract and, if the Commission agreed to such a Release, that he, in turn, would, in effect, reimburse the State for the additional engineering expense he had caused them to incur. I further informed Mr. Wiser, that if the Commission accepted this Release and cancelled the contract that we would forward to Mr. Delano, as well as the surety, a transcript from the Highway Commission's Minutes in which the Commission formally accepted Mr. Delano's Release and further, upon accepting the same agree that their acceptance would automatically

NOTED
[illegible] COOPER

release Mr. Delano from any and all present or future claims of any kind that the State Highway Commission may have against Mr. Delano, or his surety, arising out of the said contract.

I also mentioned that in forwarding a copy of these Minutes to the surety company, we would also enclose a copy of the Release which Mr. Delano had signed.

It is my understanding that the Highway Commission at its last meeting took some type of action with respect to declaring Mr. Delano in default on his contract, and, if the Commission did take such action, then, of course, it will be necessary for the Commission to reverse its decision and in lieu thereof, accept a settlement of the contract as provided for in the Release which will be submitted by Mr. Delano.

FRANK C. McKinney
Chief, Office Section

FCM:mmb

cc: Forrest Cooper ✓
Leonard Lindas
H. B. Glaisyer
G. E. Rohde

RECEIVED
SEP 4 - 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Mr. Cooper

FORM 830—50M—2-57—1478

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 29, 1957

SUBJECT: Release of Leonard H. Delano
Contract No. 4632

To: Thomas Edwards
Construction Engineer

OFFICE

Please find attached hereto the original and one copy of the revised final release in the above-entitled matter.

Could you please deliver these to Mr. Barbee so he can obtain Mr. Delano's signature. I assume that you will make the necessary arrangements for this matter to be taken before the Commission at its next meeting. If I can be of any further assistance, please let me know.

FRANK C. McKINNEY
Chief, Office Section

FCM:bh

Attachment

cc Mr. Forrest Cooper

NOTED
FORREST COOPER

RELEASE

WHEREAS, on the first day of March, 1956, the State of Oregon, by and through its State Highway Commission, and Leonard H. Delano, an individual doing business as Delano Aerial Surveys, entered into a certain contract, being Oregon State Highway Commission Contract No. 4632, wherein in consideration of the sum of $11,830.00 Leonard H. Delano promised and agreed to do and complete certain work on or before October 15, 1956; and

WHEREAS, said contract contained five separate bid items at specific bid prices, which said prices and items are as follows:

Item No.	Item		Amount
1.	Aerial Photography	All Specified	$4,000.00
2.	Photographic Contact Prints	2 Sets	1,680.00
3.	Photographic Index Maps	3 Sets	600.00
4.	Aerial Mosaic	330 Sq. Mi.	4,290.00
5.	Prints of Aerial Mosaic	3 Sets	1,260.00

AND, WHEREAS, after the contract was awarded price agreements were executed for additional work as follows:

Price Agreement No.	Item		Amount
1.	Oblique Prints and Enlargements	All Specified	$ 185.00
2.	Prints, Mosaics and Prints of Mosaics	All Specified	1,055.00
3.	Extra for Full Control Flight Area 3	All Specified	200.00

AND, WHEREAS, Leonard H. Delano has fully performed and the State Highway Commission has accepted the work required under the said contract bid items 1, 2 and 3 and price agreements 1, 2 and 3, but has failed to perform the work required by said bid items 4 and 5 within the specifications and time limit provided in said contract;

AND, WHEREAS, the State Highway Commission has paid to Leonard H. Delano the sum of $6,561.00, which said sum represents the contract bid price for said bid items 1, 2 and 3, plus the agreed prices for said price agreements 1, 2 and 3, less the sum of $1,159.00 which sum is presently being retained by the State Highway Commission;

AND, WHEREAS, due to the fact that Leonard H. Delano failed to complete the said contract bid items 4 and 5, as hereinabove mentioned, it became necessary for the State Highway Commission to expend in additional engineering costs and expenses the sum of $1,588.47;

NOW, THEREFORE, I Leonard H. Delano, in consideration of the State of Oregon, by and through its State Highway Commission, agreeing to cancel and release me from any further performance under said Contract No. 4632 and in addition releasing me from any and all present or future claims for my failure to complete the said contract bid items 4 and 5 in accordance with the specifications and within the time provided in said contract, do hereby agree to fully and completely release and assign to the State Highway Commission any right, title or interest which I may have in the sum of $1,159.00, which sum State retained pending my completion of said Contract No. 4632, and, in addition, to pay to the State Highway Commission the sum of $429.47, which two sums total the sum of $1,588.47.

It is understood and agreed that by my release to the State Highway Commission of any claim I may have to the said sum of $1,159.00, presently retained by the State Highway Commission, and my payment to the

State Highway Commission of the sum of $429.47, that the State Highway Commission will be fully reimbursed for the said additional engineering costs and expenses incurred by the State Highway Commission due to my failure to perform the said contract bid items 4 and 5 as hereinabove mentioned;

It is also understood and agreed that, by this release and settlement, I hereby release the State of Oregon, the State Highway Commission, its officers, agents and servants from any and all present or future claims of any kind that I may have arising out of the said heretofore described contract;

THAT, as part of this release it is understood and agreed that I shall keep as my separate property all materials which I have assembled for the completion of said bid items 4 and 5 under said contract and that the State Highway Commission shall keep all of the materials and items which I have furnished them, and which they have accepted, under said bid items 1, 2 and 3 and price agreements 1, 2 and 3 in said contract.

DATED this_____________ day of August, 1957.

DELANO AERIAL SURVEYS

By______________________________
Leonard H. Delano

____
Witness:

File

TOPOGRAPHIC MAPS, PH[illegible]APS, AERIAL PHOTOG[illegible], MOSAICS, LAB WORK

ASSOCIATED WITH
WESTERN MAPPING COMPANY
PRECISION MAPPING

OWNERS OF
BRUBAKER SURVEY FILES

DELANO STUDIOS
COMMERCIAL PHOTOS

DELANO AERIAL SURVEYS
AERIAL PHOTOGRAPHY & MAPPING
1536 S. E. 11TH AVENUE
PORTLAND 14, OREGON

PHONE: XXXX 3139
BE 6

MEMBER
AM. SOCIETY OF PHOTOGRAMMETRY

August 26, 1957

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention Mr. Forrest Cooper
Deputy State Engineer

Re #4632

Sir:

Pursuant to our conversation Friday, reference to this contract, the undersigned understands that this is a close-out/and not a default.
settlement

Very truly yours,

DELANO AERIAL SURVEYS

By Leonard H. Delano
Leonard H. Delano

LHD:amz

NOTED
FORREST COOPER

RECEIVED
AUG 27 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
FORREST COOPER

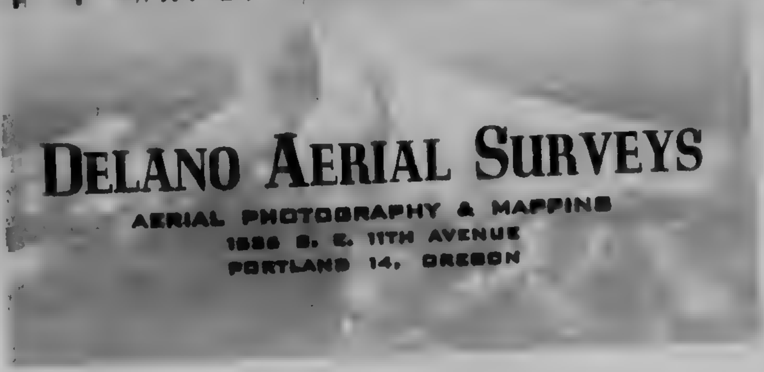
file

TOPOGRAPHIC MAPS, PH[illegible]APS, AERIAL PHOTOG[illegible], MOSAICS, LAB WORK

ASSOCIATED WITH
WESTERN MAPPING COMPANY
PRECISION MAPPING

OWNERS OF
BRUBAKER SURVEY FILES

DELANO STUDIOS
COMMERCIAL PHOTOS



DELANO AERIAL SURVEYS
AERIAL PHOTOGRAPHY & MAPPING
1536 S. E. 11TH AVENUE
PORTLAND 14, OREGON

PHONE: XXXX 2139
BE 6

MEMBER
AM. SOCIETY OF PHOTOGRAMMETRY

August 26, 1957

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Re #4632

Attention Mr. Forrest Cooper
Deputy State Engineer

Sir:

Pursuant to our conversation Friday, reference to this contract, the undersigned understands that this is a close-out/and not a default.
settlement

Very truly yours,

DELANO AERIAL SURVEYS

By Leonard H. Delano
Leonard H. Delano

LHD:amz

NOTED

RECEIVED
AUG 27 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
FORREST COOPER

FORM E-80X—67,500—8-57—1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 26th, 1957

To: Mr. Leonard I. Lindas
Chief Counsel
Office

SUBJECT:

On March 1st, 1956 the Highway Commission awarded to Leonard H. Delano, an individual doing business as Delano Aerial Surveys, a contract to prepare an aerial mosaic of the Portland urban area. There were five bid items in the contract as follows:

1. Aerial Photography	$ 4,000.00
2. Photographic Contact Prints	1,680.00
3. Photographic Index Maps	600.00
4. Aerial Mosaic	4,290.00
5. Prints of Aerial Mosaic	1,260.00
	$11,830.00

Items 1, 2 and 3 have been completed. The contractor has been unable to complete Item 4 and, of course, Item 5, which is prints of Item 4. The aerial mosaic under Item 4 was to be by radial line plot methods to high degree of accuracy. The contractor presented approximately 30 sections of this work for inspection, none of which even approached the limits of accuracy set forth. As a result of the contractor's inability to meet the specifications and due to continued delay, the original contract completion date being October 15th, 1956, it was recommended to the Highway Commission at its last meeting that the contractor be declared in default. Such action was taken.

However, prior to notification, Mr. Cooper discussed this matter with Mr. Delano by phone and on Friday, August 23rd, a meeting was held in the Construction Division Office wherein an amicable settlement was advanced by Delano and accepted by the Highway Department which consists of the following:

1. Payment is to be made in full for Items 1, 2 and 3.

2. Items 4 and 5 are to be deleted from the contract.

3. All materials which the contractor may have assembled for Items 4 and 5 remain his property.

4. Since the completion date of the contract a total of $1,588.47 has been expended in engineering costs checking the material which the contractor has presented which does not meet the specifications. This amount is to be deducted from the amounts due the contractor under Items 1, 2 and 3.

5. The contractor is to sign a release which will forestall any litigation which might arise from non-completion of the contract; in other words, a full and complete release.

This matter is of extreme expediency and we would appreciate your preparing such a release form to present to the contractor for his signature.

Tom Edwards
Construction Engineer

TE:AR

cc to: Forrest Cooper

RECEIVED
AUG 26 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 230—50M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 20, 1957

SUBJECT:

To: Tom Edwards
Construction Engineer
State Highway Department
OFFICE

This will refer to the letter of August 14 concerning our specification for Portland Metropolitan Area, Aerial Photography and Mosaic.

I have again reviewed our specifications and do not feel that they are unreasonable. Up to this date we have not, to my best knowledge, refused any of Mr. Delano's work on the high plane of checking to accuracy within 1/40 of an inch. Rejections have been based primarily upon such glaring errors as match lines 1½ or more inches from true position, double images separated by as much as one inch, violent contrasts of tone, and other faults of the like.

At the time we wrote these specifications we were relying primarily upon the data put out by the American Society of Photogrammetry, the specifications of the State of Washington, and a rough draft specification given to me at Boise by Mr. William Pryor of the Bureau of Public Roads. Our specification regarding accuracy of the completed mosaic is copied verbatim from the specification of the State of Washington.

Since the time that we let this project another specification has come into our hands, that being one prepared by the Bureau of Public Roads entitled "Reference Guide Outline Specification for Aerial Surveys and Mapping by Photogrammetric Methods for Highways, 1956."

As a point of interest, I will outline hereafter comparative accuracy requirements. Please bear in mind that our specification of accuracy requires at 90 % of all points checking of definite features within 1/40 of an inch of true position, the use of full radial plot control for accurate positioning, and the use of all adjacent prints (but only the middle 1/3 of each). This latter point, namely the use of middle 1/3 of each print is also borrowed from the State of Washington specification. We interpreted it to mean the middle 1/3 measured along the line of flight, and so interpreted it to interested contractors. The language is rather ambiguous, but nothing, I feel, that could not

Send to Cooper

be readily resolved with any contractor. Our requirement for basic horizontal control required an error of closure not to exceed 1 to 5000.

Hereafter are listed the accuracies called for in the aforementioned Bureau of Public Roads specification for three different types of mosiacs set forth therein. Our work, I believe, would properly fall into the classification of controlled mosiac, by their definition.

SPECIFIED ACCURACIES

Item	Semi-Controlled	Controlled	Precision
Basic Horizontal Control	1: 2,500	1: 5,000	1: 10,000
Control Point Plotting	1/40 inch	1/80 inch	1/200 inch
Coordinate Grid Lines	1/[illegible] inch	1/100 inch	1/250 inch
Photographic Images:			
(1) Radial Plot Points	1/20 inch	1/40 inch	1/100 inch
(2) Other Images	1/5 inch	1/10 inch	1/50 inch
(3) Photograph Matching (double images between adjoining paragraphs)	[illegible] inch	1/20 inch	1/100 inch

They require, as do we, the use of full radial plot control methods, ratioing of prints, and use of at least nine controls on each photo.

The plotting accuracy of any part of the finished mosaic is limited (until you reach such accuracies as 1/100 inch) only by the density of the radial plot control selected for use. We anticipated that as many as twenty or thirty control points per photo might be required in areas of high property values and considerable difference of terrain elevation. In the urban area of Portland a high order of accuracy is necessary in order to find any value whatsoever from a controlled mosiac. In the suburban and outlying areas, the requirement of extreme accuracy is less acute, and under our normal operating practices would not be checked as closely.

Walter T. Wright

Walter T. Wright
Chief Locating Engineer

WTW:jk

RECEIVED
AUG 21 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 230—12½M—8-55—86209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
August 14, 1957

SUBJECT: Contract No. 4632
Delano Aerial Surveys
General File 26-1444
Portland Area Aerial Photograph
Mosaic Project

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Mr. Lindas has handed me the above mentioned contract and requested me to inform you of our remedies in the event that the Commission should cancel the same.

The contract for photographing and assembling an aerial mosaic of approximately 330 square miles or so in the metropolitan area of Portland was entered into on March 1, 1956, and was to have been completed by October 15, 1956. By a letter dated November 5, 1956, signed by Mr. W. C. Williams, the completion date was extended to November 29, 1956. In said letter Mr. Williams informed the contractor that penalties would be exacted after that date.

On page 1 of the contract's special provisions, it is provided that this contract is subject to the Standard Specifications for Highway Construction, Division I, Sections 1 to 9, dated May 1, 1954. Under these standard specifications, Section 1.8.7 entitled "Annulment and Cancellation of Contract by Commission" provisions are made whereby if a contractor is adjudged, among other things, "guilty of a substantial violation of any provision of the contract, then the Commission, upon the certificate of the engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the contractor and his surety seven days written notice, terminate the employment of the contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method it may deem expedient."

If the above procedure is followed the Commission can proceed by whatever method is deemed expedient, which would include either completing the work itself or letting a new contract for the completion of the work. This section also provides for a final determination by the State Engineer, when the contract is completed, as to whether the State still owes the contractor money, or visa versa. In any event as soon as the contract is cancelled the State should not make any more payments to the contractor.

In addition to the above mentioned cancellation procedure, said section also provides that the contract may be cancelled at the election of the Commission for any "willful failure or refusal on the part of the contractor" to faithfully perform the contract according to its terms and conditions in which event the contractor and the surety are to pay the damages or losses suffered by the State on account of the contractors breach of contract.

If the contract is to be cancelled on the basis of the contractor's willful failure or refusal to perform, an action for breach of contract, could be brought against the contractor and his surety for the extent of the actual damages which have been occasioned by the contractor's conduct. The State could, as before, complete the contract or re-let it. The damages for breach of contract are generally such as may have been reasonably considered as arising naturally from the breach, or such as may reasonably have been supposed to have entered into the contemplation of the parties when they made the contract. This, of course, would include the State's additional cost in completing the project, or for completing the same by letting another bid. In addition to the actual damages, I believe we could also recover the penalty for the contractor's delay, which, under Section 1.8.6 of the standard specifications, provides that the State can recover the additional engineering expense actually incurred and caused by the delay, subject to a maximum amount of $25 per day for the number of calendar days elapsed between the specified date of completion in the contract and the actual date of completion.

In essence then, if the Commission cancels the contract by either of the above mentioned methods, (1) that the contractor is guilty of a substantial violation, certified to by the engineer and after the contractor and his surety are given seven days written notice or (2) upon the contractor's willful failure or refusal to faithfully perform, the Commission can either complete the work itself, or let a new contract for its completion and recover the damages which would be the difference between the agreed contract price and the actual cost at completion. In either case I believe we could add the agreed damages for the delay in completing the contract as provided in Section 1.8.6.

It would probably be best to consult with the Surety Company on this matter as they, at no additional cost to the State, may wish to arrange for the completion of the contract at their sole cost plus paying the additional damages due to delay.

Frank C. McKinney

FRANK C. McKINNEY
Chief, Office Section

FCM:RN
cc: Mr. Leonard I. Lindas
Mr. George Rohde
Mr. H. B. Glaisyer

RECEIVED
AUG 14 1957
OFFICE OF
STATE HIGHWAY ENGINEER

TOPOGRAPHIC MAPS, PLAT MAPS, AERIAL PHOTOGRAPHY, MOSAICS, LAB WORK

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WESTERN MAPPING COMPANY
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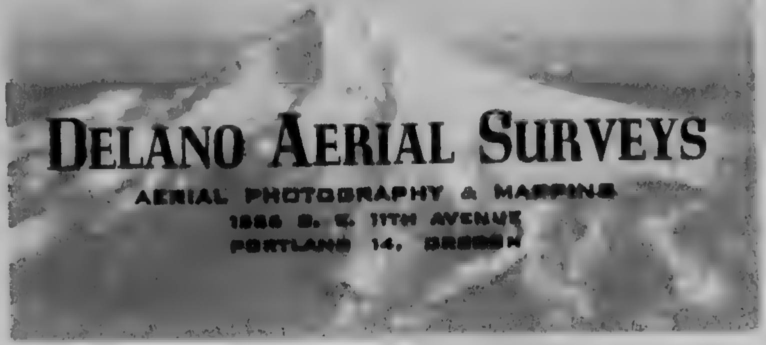
OWNERS OF
BRUBAKER SURVEY FILES

DELANO STUDIOS
COMMERCIAL PHOTOS



DELANO AERIAL SURVEYS
AERIAL PHOTOGRAPHY & MAPPING
[illegible] S. W. 11TH AVENUE
PORTLAND 14, OREGON

BE 6
PHONE: [redacted]2139

MEMBER
AM. SOCIETY OF PHOTOGRAMMETRY

August 12,1957

Mr. W.C. Williams,Engineer
Oregon State Highway Dept.
Salem, Oregon

Attn. Mr. Forrest Cooper

Re Contract 4632

Sir:

Pursuant to our conversations August 8 and 9, the writer was under the impression that you would talk to me before any action was or is taken toward declaring this contract in default. Some information received August 8 and 9 by the writer suggests its consideration by your office.

In the first place, please understand that we do not feel we are in default because the work cannot be done under the conditions and tolerances required. We do think something can be accomplished by relaxation of the tolerances, which your office has thus far refused to do.

At this time we respectfully suggest you refer to photogrammetric authority with the U.S. Bureau of Public Roads as to what they might suggest.

We also suggest that some of this work of this contract might be subcontracted according to information received August 9, but that it would need adjustments in some requirements. Whether this would be acceptable to you we don't know, but we would like to explore them if aggeeable to you and our bonding company.

We hate to think of protracted delays in which litigation would be infolved, and have been endeavoring for some time to discuss possibilities of accomplishing this work. We have said we are willing to try anything that would get the work done but that some adjustments in requirements seemed to be imperative. Perhaps some others might have some ideas on this matter, and if you are willing to contact the U.S. Bureau of Public Roads authority, we will further explore the subcontracting possibility and advise you within a week. We request the option of most economical way to obtain results, delivery dates being equal. Thank you for your consideration of this.

Respectfully submitted,
Leonard H. Delano
Delano Aerial Surveys

cc Phoenix Ins. of Hartford, S.F.

POGRAPHIC MAPS, PI[illegible]T MAPS, AERIAL PHOTOG[illegible]PHY, MOSAICS, LAB WORK

ASSOCIATED WITH
WESTERN MAPPING COMPANY
PRECISION MAPPING

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DELANO AERIAL SURVEYS
AERIAL PHOTOGRAPHY & MAPPING
1596 S. E. 11TH AVENUE
PORTLAND 14, OREGON

PHONE: [redacted] 2139
BE 6

MEMBER
AM. SOCIETY OF PHOTOGRAMMETRY

August 6, 1957

Mr. W. C. Williams
Oregon State Highway Engineer
Oregon Department of Highways
Salem, Oregon

Attention Mr. Forrest Cooper

Sir:

Reference our conversation today concerning the Portland mosaic: We have contacted two other reliable aerial survey organizations for possibility of subcontracting the mosaic work to them.

We also will contact you some time on Wednesday, August 7.

Very truly yours,

DELANO AERIAL SURVEYS

By Leonard H. Delano
Leonard H. Delano
a.m.z.

LHD:amz

RECEIVED
AUG 7 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
FORREST COOPER

FORM E-123X 80M 8-37

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 6, 1957

Oregon State Highway Commission

Gentlemen:

In design work of the Portland metropolitan area, the need of an accurate first-class aerial photography controlled mosaic has long been evident. To this end, a contract was awarded to Delano Aerial Surveys on March 1, 1956 to:

1.	Provide stereoscopic photographic coverage	$4,000
2.	Furnish photographic contact prints	1,680
3.	Provide photographic index maps	600
4.	Furnish aerial mosaic	4,290
5.	Furnish prints of photographs of the above mosaic	1,260

The contractor has provided the material under Items 1 and 2 but has, as of this date, not provided the mosaic or the prints called for under Items 3 and 4. It is apparent that this contractor does not have the skilled personnel or know-how to comply with the terms of the contract. After securing the prints it was very evident that they were very poorly laid out to form a mosaic and that since that time the contractor has done nothing but paste on overlays to attempt to cover up shortcomings. Several conferences have been held with him in an attempt to secure acceptable completion of the contract, without results. The work was specified to be completed by October 15, 1956, and an extension of time has been granted, without penalty, to November 29, 1956, with penalty to be collected covering excess engineering after that date.

The contractor requested a meeting late in June to determine whether basis of an agreement could be reached wherein the contract could be completed. He was advised to present, in writing, his request on the basis of settlement. He presented such under date of August 2, 1957, which, in effect, proposed the acceptance of the material in its existing condition and requested an extension of time to complete the contract to November 15, 1957, without penalty. For all of the changes or relaxation of specifications, et cetera, he proposed to make a reduction in contract price of $150. The original bid on the affected item, No. 4, was $4,890, in addition to which we have now expended in excess of $3,000 in checking the unsatisfactory work.

The specifications for this project as written call for a closely controlled aerial mosaic on which accurate engineering projection may be made. The so-called mosaic that the contractor has handed us for acceptance is little more than a patchwork of aerial photographs, none of which approach the accuracy specified. We have repeatedly attempted to get the contractor to do acceptable work, without results. The proposition that he makes by letter is unacceptable both from the standpoint of material to be furnished and reduction in price. I, therefore, recommend that the contractor be declared in default and that his bonding company be notified that the Commission is looking to it to complete the project according to specifications.

Very truly yours,

ORIGINAL SIGNED
W. C. WILLIAMS

W. C. Williams
State Highway Engineer

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION
TELEGRAM

W. P. MARSHALL, President

1220 (R 11-54)

DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

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TOM EDWARDS, CONSTRUCTION=

1957 AUG 16 AM 8 06

OREGON STATE HIGHWAY DEPT SALEM ORG=

:REURTEL AUGUST 14 TO PRYOR. ACCURACY OF WELL DEFINED FEATURES SIMILAR TO ACCURACY SPECIFICATION FOR PLANIMETRIC FEATURES ON MAPS. EXTREMELY DIFFICULT TO ATTAIN SUCH ACCURACY FOR 90 PER CENT OF WELL DEFINED IMAGES ON CONTROLLED PHOTOGRAPHIC MOSAIC. RECTIFICATION AND POSITION PRINTING TO FIT AN ABUNDANCE OF CONTROL POINTS ACCURATELY POSITIONED BY RADIAL TEMPLETS PREPARED FROM RECTIFIED, STEREOMODEL LEVELED, IMAGES WOULD BE NECESSARY.=

¶ SUGGEST REVIEW OF ARTICLE 41,301 IN REFERENCE GUIDE OUTLINE FOR COMPARISON OF YOUR ACCURACY STIPULATIONS WITH OTHERS WHICH COULD BE MORE EASILY MET. A PRECISION MOSAIC WOULD BE EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO PREPARE WHEREVER THE TOPOGRAPHY IS RUGGED, UNLESS ORTHOPHOTOSCOPE IS USED OR PHOTOGRAPHS ARE PROJECTION PRINTED AT SUCCESSIVE CONTOUR LEVELS=

G M WILLIAMS BUREAU OF PUBLIC ROADS=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
AUG 7 1957
FOR FILING

[illegible]

1622

August 6, 1957

Oregon State Highway Commission

Gentlemen:

In design work of the Portland metropolitan area, the need of an accurate first-class aerial photography controlled mosaic has long been evident. To this end, a contract was awarded to Delano Aerial Surveys on March 1, 1956 to:

1. Provide stereoscopic photographic coverage
2. Furnish photographic contact prints
3. Provide photographic index maps
4. Furnish aerial mosaic
5. Furnish prints of photographs of the above mosaic

The contractor has provided the material under Items 1 and 2 but has, as of this date, not provided the mosaic or the prints called for under Items 3 and 4. It is apparent that this contractor does not have the skilled personnel or know-how to comply with the terms of the contract. After securing the prints it was very evident that they were very poorly laid out to form a mosaic and that since that time the contractor has done nothing but paste on overlay's to attempt to cover up shortcomings. Several conferences have been held with him in an attempt to secure acceptable completion of the contract, without results. The work was specified to be completed by October 15, 1956, and an extension of time has been granted, without penalty, to November 29, 1956, with penalty to be collected covering excess engineering after that date.

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The specifications for this project as written call for a closely controlled aerial mosaic on which accurate engineering projection may be made. The so-called mosaic that the contractor has handed us for acceptance is little more than a patchwork of aerial photographs, none of which approach the accuracy specified. We have repeatedly attempted to get the contractor to do acceptable work, without results. The proposition that he makes by letter is unacceptable both from the standpoint of material to be furnished and reduction in price. I, therefore, recommend that the contractor be declared in default and that his bonding company be notified that the Commission is looking to it to complete the project according to specifications.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards
Mr. S. H. Probert
Mr. C. H. Maisen
Mr. Leonard Lindas

TE:ar FC:me fn

TOPOGRAPHIC MAPS, PLANIMAPS, AERIAL PHOTOGRAPHY, MOSAICS, LAB WORK

ASSOCIATED WITH
WESTERN MAPPING COMPANY
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DELANO STUDIOS
COMMERCIAL PHOTOS

DELANO AERIAL SURVEYS
AERIAL PHOTOGRAPHY & MAPPING
1836 S. E. 11TH AVENUE
PORTLAND 14, OREGON

PHONE: ~~EMPIRE~~ 8139
BE 6

MEMBER
AM. SOCIETY OF PHOTOGRAMMETRY

NOTED
W. C. WILLIAMS

August 2, 1957

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention Mr. Forrest Cooper
Deputy State Engineer

Re Contract #4632

Sir:

Pursuant to your suggestion, we recommend that in order to use existing material of this contract, amendments be made to the specifications as follows:

The third and fourth sentences of the second paragraph on page 13 of the specifications shall be deleted and replaced as follows: The use of all adjacent prints will be required and the middle of each print shall be used, insofar as sidelap of adjacent flights will allow. Mismatches or multiple images themselves will be held to one-fortieth (1/40") inch in average terrain and .05 inch in the hilly areas in addition to general accuracy tolerance and in no case shall mismatches number more than five per board in average terrain, nor more than fifteen per board in hilly areas. No boards will be rejected for reasons of mismatches between adjacent prints of different flights because of different foliage, shadow, water level or similar condition. Every effort must be made to confine mismatches, if they occur, to fields and less critical areas. While it is recognized that hilly areas affect horizontal displacement of photos, the highway engineer may outline critical areas of propsective highway planning where mismatches are to be held at a minimum or eliminated if possible. So-called "rough edges" of prints laid on mosaic boards shall not be reason for rejection if said prints are laid in compliance with good mosaic procedures and if rough edges develop during inspection or useage by engineer through rubbing of instruments or hands over them. Overlays of acetate or similar material are recommended to protect original boards during use by engineer. Reproduction prints will be used by engineer where even surfaces for drafting are desired. Recognition is made of the fact that uneven surfaces due to multiple points exist on original boards.

Page 12, paragraph 3 of specifications, the following shall be inserted: "Accuracy tolerance of images on matchlines between boards shall be in accordance with accuracy tolerance provisions, page 3, paragraph 3 of the specifications".

That accuracy tolerance of the mosaic as referred to on page 13 of the specifications be changed to read as follows: "The accuracy of the completed mosaic shall be such that 90% of all well-defined features shall be within one-tenth of one inch of its true position, with exceptions as follows: in those areas of vertical displacement of more than 100 feet in the hills or sharp slopes the limitation of a photograph to reflect true horizontal position is recognized and tolerance may be relaxed to .15 inch, excepting any monumented control points shall be held to within .05 inch of their true position.

No boards will be rejected because of warpage caused by laying of prints on said boards or results therefrom, inasmuch as 1/8-inch hardboard is provided for in specifications, but the contractor will make every effort to hold such warpage to minimum.

Overlays from planimetric or topographic maps may be used for supplementary control, as long as amended accuracy requirements are met.

The contractor will not be handicapped or penalized for any previous sale of prints from this photography, inasmuch as it was his understanding intent of contract originally allowed this.

Consideration by the engineer will be given additional requests for print sale by the contractor or interested parties, as long as they do not interfere with progress of the mosaic or conflict with Highway Department interests and deliveries of the mosaic are being made.

Accuracy requirements referred to elsewhere in the specifications shall be modified in keeping with the above amended requirements.

Date of completion will be extended without penalty to November 15, 1957, in view of the revisions to be made. No charge to contractor will be made on field inspections or office inspections by engineer to date. While cost to the contractor of work on this mosaic to present date considerably exceeds amount of the mosaic item in the contract, it is suggested that, in view of relaxing of specifications to meet conditions, a reduction in contract price of $150.00 be provided.

Reasons for these changes have already been pointed out in our letter of June 4, 1957, and our conversations. It is impossible at present to use the center one-third of each photo because of conflicting sidelap requirements in specifications under which the flight lines were flown, though we have some intermediate flights available for use. Horizontal displacement due to terrain differences make it impossible to produce an acceptable board at present. We wish to deliver mosaics which are possible to lay with present materials and condition and which are useable by you.

In view of the impossibility of delivering such boards under the present conditions, it is asked that time extension be allowed. The contractor will thereupon be able to utilize some existing previously laid boards for delivery within a short time.

Thank you for consideration of this matter.

Respectfully submitted,

DELANO AERIAL SURVEYS

By Leonard H. Delano
Leonard H. Delano

LHD:amz

RECEIVED
[illegible] 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

[illegible]

4632

AMERATA & SCHRAM *General Insurance*
MEAD BUILDING • CAPITOL 6-2521
PORTLAND 4, OREGON

REFERRED TO
Cooper.
By State Highway Engineer

May 7, 1957

Oregon State Highway Department
Salem, Oregon

Attention: Mr. W. C. Williams, State Highway Engineer

Re: State Highway Contract 4632
Delano Aerial Surveys, ~~Principal~~
Contract dated 3/ 1/ 56 - $ 11,830.00

Gentlemen:

We are in receipt of your letter of May 6 with regard to the aerial survey contract referred to above.

This office signed the bond as agent on behalf of the Phoenix Insurance Company at the company's request. As we do not represent the Delano Aerial Surveys Company we have referred the matter to the Phoenix Insurance Company and ask that their representative contact you in order to evaluate this contract as it now stands.

We are enclosing a copy of our letter to them for your files. When they have had an opportunity to reply we will be glad to carry out whatever wishes they may make. In the meantime we assure you that the Phoenix Insurance Company will handle the matter with diligence and dispatch and to the best interest of all concerned.

Yours very truly,

AMERATA & SCHRAM

Frank Amerata

Frank Amerata

fa:bh
cc: Phoenix Insurance Company
500 Mills Building
San Francisco 4, California

Delano Aierial Surveys
1536 S. E. 11th Avenue
Portland, Oregon

NOTED
[illegible]

copy to Edwards

RECEIVED
MAY 9 1957
OREGON
STATE HIGHWAY COMMISSION

FRANK AMERATA
EDWARD C. LARKINS

JAMES E. SCHRAM
NATT McDOUGALL, JR.

AMERATA & SCHRAM *General Insurance*

MEAD BUILDING • CAPITOL 1065
PORTLAND 4, OREGON

May 7, 1957

AIR MAIL

Mr. Frank Beazley, Vice-president
Phoenix Insurance Company
500 Mills Building
San Francisco 4, California

Re: Oregon State Highway Contract 4632
Delano Aerial Survey
Contract dated 3/ 1/ 56 - $ 11,830.00

Dear Frank:

We are enclosing a copy of a letter received this date from Mr. W. C. Williams, State Highway Engineer, in connection with the contract referred to above. The letter is self-explanatory and indicates that the principal in this contract is having some trouble in completing the contract in accordance with the requirements of the Oregon State Highway Commission.

Our files indicate that we were asked to sign the bond as agent for the Phoenix Insurance Company by your Portland Office as an accomodation. Our file, of course, is very incomplete and we are totally unfamiliar with the contract. Consequently, we would appreciate very much if you would have someone in your office take over the matter with the Oregon State Highway Department as we do not even know the principal. We understand that a Paul Allen was the agent at the time the bond was written and that he is no longer in business. Further, due to the fact that Bob Deardorf is on active duty with the Air Corp Reserve we are unable to get any information on this subject matter.

Finally, we are enclosing a copy of our letter of reply to Mr. Williams, State Highway Engineer. If we can be of any assistance to the Phoenix in this matter we would appreciate your further advices.

Yours very truly,

AMERATA & SCHRAM

Amerata

Frank Amerata

fa:bh
encs
cc: Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

Delano Aerial Surveys
1536 S. E. 11th Avenue
Portland, Oregon

Copy to Edwards

RECEIVED
MAY 7 - 1957
FOR FILING

26-1444

4632

May 6, 1957

Amerata & Schram
Mead Building
Portland, Oregon

Gentlemen:

Under date of March 1, 1956, you provided surety for the Delano Aerial Surveys, 1536 S. E. 11th Avenue, Portland, Oregon, who contracted with the State of Oregon to do certain aerial photography and construct a mosaic of the Portland metropolitan area. This contract was awarded on March 1, 1956, with a specified completion date of October 15, 1956.

This contract was apparently proceeding in a normal manner in its early stages; however, at the specified date of completion, no acceptable mosaic boards had been delivered, nor have any been delivered at this time. Numerous boards have been prepared and submitted by the contractor, all of which are completely unacceptable due to improper scale, double images, poor matching, et cetera.

Serious delay, inconvenience, and cost are being experienced by the State Highway Commission by nondelivery of the materials by the specified date. Under date of November 5, 1956, the contractor was notified that completion was desired by the date of November 29, 1956, and that penalty would be exacted after that date. Due to the poor quality of the work being submitted for checking, a great deal of engineering time is being consumed and the cost thereof will be charged against the contractor.

This situation merits your immediate and serious consideration and we ask that you take steps to promptly secure completion of the contract and the delivery of the mosaics meeting the specifications set forth.

Very truly yours,

W. C. Williams
State Highway Engineer

TE:ar fn
cc Delano Aerial Surveys
1536 S. E. 11th Avenue
Portland, Oregon

Mr. Forrest Cooper
Mr. Tom Edwards

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 2nd, 1957

SUBJECT:

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

We have had three meetings of recent date with Mr. Leonard Delano with regard to production of the Portland mosaic.

At our first meeting non-conformities were discussed at great length and Mr. Delano was advised that the specifications must be met. He indicated that he would by May 1st deliver us at least one board which met the specifications. Such has not been delivered.

I would recommend that the attached letter be forwarded to the bonding company to bring this matter to a head.

Tom Edwards
Construction Engineer

TE:AR
Enc.

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MAY 8 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

2- 1444
4632

Salem, Oregon
March 7, 1957

Increase in Project
Authorization

James Don
Resident Hwy. Engineer
Box 4699
Portland 2, Oregon

This is to advise you that, at its last meeting, the Oregon State Highway Commission approved an increase of $5,000.00 in project authorization on Contract No. 4632, Portland Metropolitan Area Aerial Photography and Mosaic.

The new authorization is $18,308.75. This amount should be used in all future reports.

S. H. Probert
Office Engineer

cc: A. G. Skelton

DBP:cr

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4632

February 11, 1957

[illegible] 57
HA-2

Oregon State Highway Commission

Gentlemen:

It has become evident that the project authorization on the Portland aerial survey of the metropolitan area, Contract No. 4632, is going to be overrun by $5,000, or 37.5 per cent. This overrun has been occasioned by the necessity of securing additional photographic coverage over that originally contemplated to provide for fuller study of the Delaware Freeway proposals and other projects now being considered.

The most serious cause of overrun has been the necessity for field checking the contractor's work in detail due to the fact that to date only substandard work has been submitted which does not meet our specifications. To insure getting the work of the accuracy specified, a great deal more engineering work will be required. In this connection, I wish to point out that a portion of the engineering moneys so expended will be recovered because the job has run overtime and we are permitted to assess a penalty of actual engineering costs up to $25 per day.

In view of the above, it is respectfully requested that an additional $5,000 be authorized for this project.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards
Mr. S. H. Probert
Mr. C. H. Maison

LHY:jc fn

State Printing 86719

7C-1444

Form No. E-373—10M—7-55

EGON STATE HIGHWAY DEPARTME

Report on Expected Over-run of Project Authorization

Date January 23, 1957

Project Name Portland

Contract No. 4632

Highway Metropolitan area

County Mult. Clack., & Wash. Kind of Work Aerial Photo & Mosaic Contractor Delano Aerial Surveys

Contract Amount $ 11,830.00

Expected over-runs and under-runs in contract items: Quantity Unit Price Amount

Major items, itemized: None

Minor items, unitemized algebraic total $

Subtotal $ 1,440.00

Approved work orders (Price, extra work and state force orders) Amount

Expected over-runs and under-runs in work orders:

Major items, itemized: None

Minor items, unitemized algebraic total $

Subtotal $ 946.40

Authorization for engineering $ 2,092.35

Expected over-run ~~or under-run~~ of engineering authorization $

Costs not included above (explain) $

Allowance for future contingencies (——% of work remaining) $

Credits to come from transfers and deductions $ 16,308.75

Present estimate of project cost

Brief Statement of principal causes of over-run: Overrun caused by approved price agreements Nos. 1,2, & 3 along the Delaware Freeway, Union Ave., and Powell Blvd. Ground control for the mosaics covered by price agreements Nos. 2 & 3 was furnished by State forces and accounts for the engineering overrun.

This expected overrun request does not include an Authority for survey request in the amount of $ 2000.00 that is now in the Salem office

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization . . . . $ 13,308.75

Present estimate of project cost $ 16,308.75

Expected over-run (Amount) $ 3,000.00

Expected over-run (per cent) 22.54%

Space to right of this line is for use of Salem office.

Submitted by: James Dow Resident Engineer

Confirmed by: A E Johnson Division Engineer

Noted by: Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 86719

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[illegible]

November 5, 1956

Mr. Leonard H. Delano
Delano Aerial Surveys
1536 S. E. 11th Avenue
Portland 14, Oregon

Dear Sir:

Reply is made to your letter of October 29 carrying your request to continue sales of prints from negatives to be handled under your Contract No. 4632.

First, let me point out that this survey was originated to provide necessary material from which to evaluate the cost of the freeway system in the Portland metropolitan area. A completion date of October 15, 1956, was established to fit in with the date at which these studies must be started. To date the contract has not been completed, and we have been inconvenienced through failure to deliver the material on or before the specified date.

With particular respect to the request to sell prints, we direct your attention to pages 4 and 5 of the Special Provisions which state:

"Ownership of and Responsibility for Materials: All aerial photographic negatives exposed in the performance of the work under the contract; the negatives of the photographs of the index maps and mosaics; the photographic prints of such negatives; and all mosaics shall become the property of the Oregon State Highway Department and shall be delivered to the Department promptly, at proper times at the address furnished by the engineer. The contractor shall be responsible for the care and preservation of all such materials prior to delivery to the Highway Department and shall replace at his own expense, and in like quantity and quality, such of the materials as are lost, damaged or destroyed while they are in his possession."

It is our belief that this very clearly establishes ownership of the material being produced under the contract after delivery date, and we can find no basis for permission of sale of prints after that date. We are recommending approval of the extension of time requested to complete your contract to the date of November 29 and will not deny permission to sell prints up to and including that date. We must request, however, that the contract be completed and materials delivered to us on or before that date, and again we call your attention to the fact that the State of Oregon is being inconvenienced by nondelivery of materials on the specified completion date and that penalty will be exacted after November 29.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards

TO[illegible]PHIC MAPS, PHOTOMAPS, AERIAL PHOTOGRAPHY MOSAICS, LAB WORK

ASSOCIATED WITH
WESTERN MAPPING COMPANY
PRECISION MAPPING

OWNERS OF
BRUBAKER SURVEY FILES

DELANO STUDIOS
COMMERCIAL PHOTOS

DELANO AERIAL SURVEYS
AERIAL PHOTOGRAPHY & MAPPING
1536 S. E. 11TH AVENUE
PORTLAND 14, OREGON

PHONE: ~~[illegible]~~ 2139
BE 6-

MEMBER
AM. SOCIETY OF PHOTOGRAMMETRY

October 29, 1956

Mr. Tom Edwards
Construction Engineer
Oregon State Highway Department
Salem, Oregon

Gentlemen:

Our attention has been called to a directive issued by your office in which you request stoppage of any sales on prints from negatives to be delivered under contract by an aerial survey contractor to State Highway Department. Inasmuch as we are now in the process of completing a contract on photography of the Portland Metropolitan area and as far as we know this is the only contract current which would be affected by such directive, we respectfully submit the following;

It was our understanding when we took this contract that we would be allowed privilege of making prints for those who would request them after we had delivered the original prints and indexes to the State. This was a definite factor in our bidding and inasmuch as we are, and have been, careful of the State Highway Department's interest in such matters, we assumed there would be no change in this policy.

It does not prohibit any such sale of prints. We are in the Portland area affected by this photography coverage and assume that it would be in the public interest that the State allow them to be made available at normal rates.

Inasmuch as your Mr. Oakes received delivery from us of prints and indexes as an early delivery item in this project, the factor of the State not having received delivery does not apply. If there is any instance of private party or public body receiving these prints which would have a derogatory effect on the State Highway Department, we are not aware of it and would appreciate being informed by you of the circumstances, if that is possible.

THOUSANDS OF AERIAL VIEWS ON FILE

In view of the fact that reproductions were not prohibited, the practice of making reprints was understood to continue and that we have cooperated fully in all matters in the past, we respectfully request permission to make any additional reproductions that may be desired by legitimate, private or public bodies, prior to final delivery of materials on this contract.

Very truly yours,

DELANO AERIAL SURVEYS

By Leonard H Delano
Leonard H. Delano

LHD:ms

cc: Mr. W. C. Williams

Form A-169—5M—10-54

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name Aerial Photography and Mosaic — Date June 14, 1956

Highway Metropolitan Area, Portland — Contract No. 4632

County Multnomah — Prefix 26-1444

Contractor Delano Aerial Surveys — F. A. Project No. (state)

Address 1536 S. E. 11th Ave., Portland, Oregon — Price Agreement No. 2

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: 2 sets of contact prints of vertical aerial photographs of the three areas described below; mosaics of the photographs for each area; and three sets of reproductions of the said mosaics.

Locations by station numbers: 1. Centered on Union Ave. from N. E. Killingsworth St. to Columbia Blvd. (and to show clearly Grand Ave. or an equivalent distance east); 2. Centered on Powell Blvd. from S. E. Milwaukie Ave. to S. E. 52nd Ave; 3. Interstate Ave vicinity as shown in the accompanying sketch.

Names of pay items, estimated quantities and agreed prices:

Aerial photography and 2 sets of contact prints . . .	$ 500.00	Lump Sum
Mosaics (scale 1" = 50')	320.00	Lump Sum
3 sets of reproductions of Mosaics	265.00	Lump Sum
Gross total	$ 1085.00	
Less $ 30.00 if flown at once	30.00	
Net total	$ 1055.00	Lump Sum

Specifications, basis of measurement and other provisions: Photography is to be semi-controlled, taken from an altitude to give a scale of 1:2400 with a camera with at least a 12" focal length lens, with 55% to 65% end lap and (where applicalbe) 30% side lap. The mosaics are to be made of 4 X enlargements of the photographs (1" = 50') on double weight paper. The scale of the reproductions is to be 1" = 50'. All negatives are to become the property of the Oregon State Highway Commission

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$ 13,308.75	✓
Present ~~estimate~~ of project cost, including $ ~~1055.00~~ for work under this order	$ 14,016.40	✓
Expected under-run ~~over-run~~ (amount)	$ 707.65	✓
Expected under-run ~~over-run~~ (per cent)	5%	

Submitted by: Lloyd P. Shaw Resident Engineer

Approval Recommended: A. E. Johnson Assistant Division Engineer

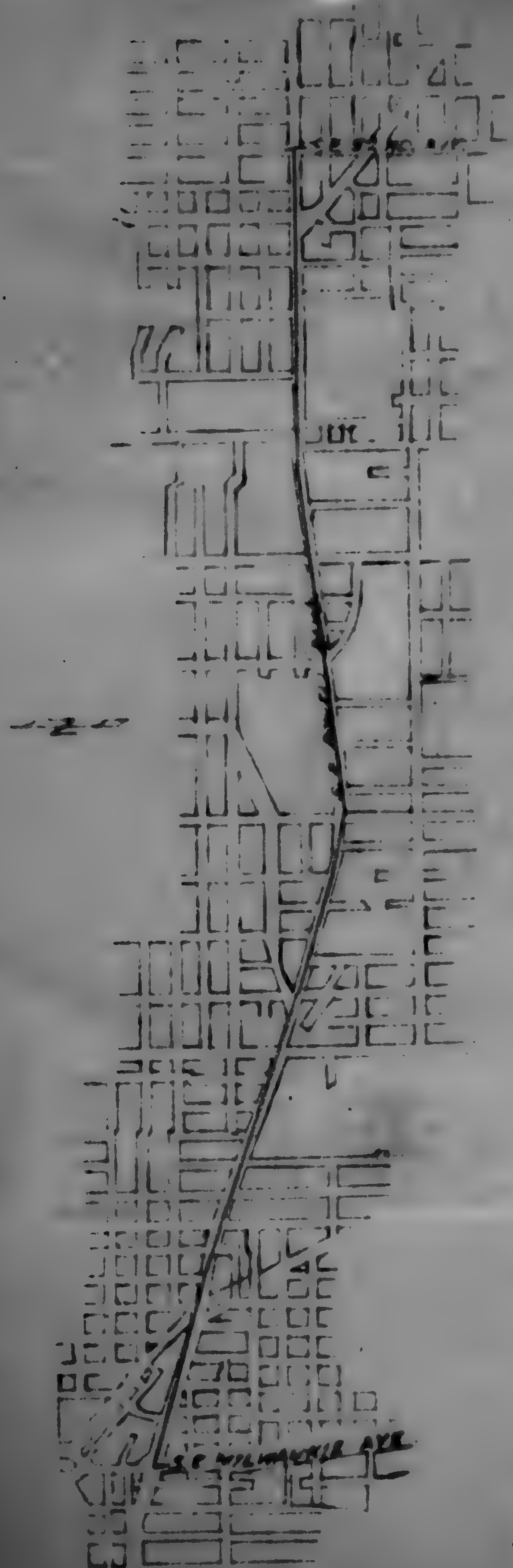
Approval Recommended: L. H. Young Construction—Bridge—Engineer

Signed: Delano Aerial Surveys Contractor

Leonard H. Delano

Approved: [illegible] State Highway Engineer

State Printing 79481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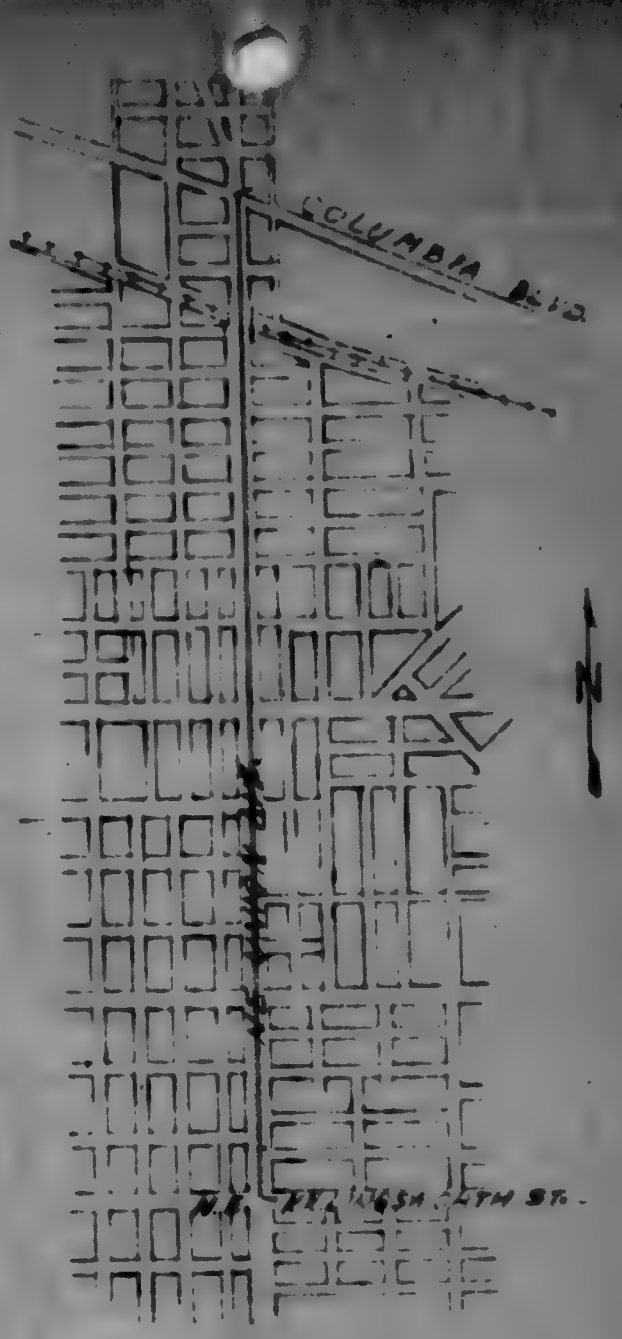
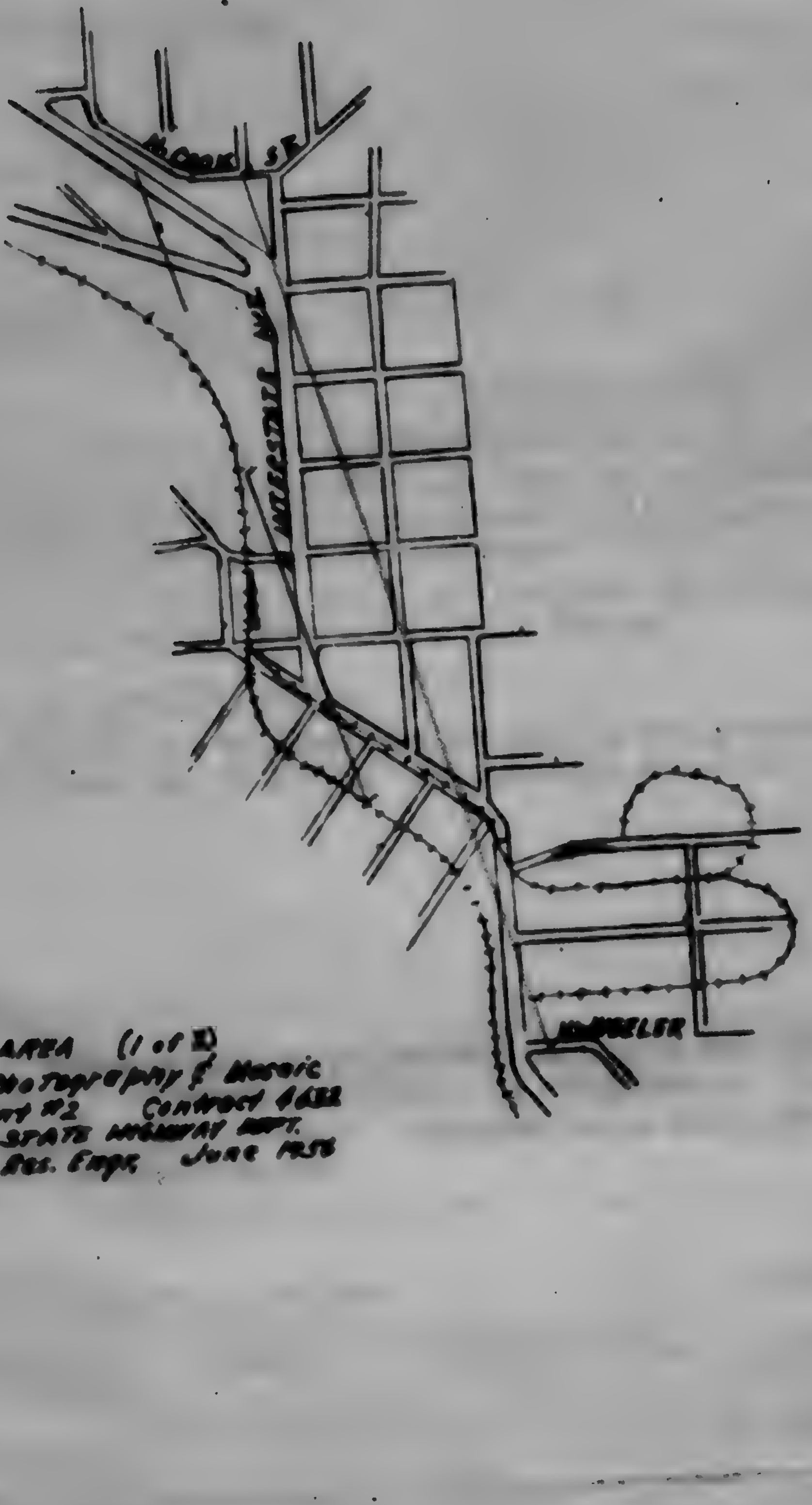
S.E. MILWAUKIE AVE.


COLUMBIA BLVD.
N
N.E.
6TH ST.

FLIGHT AREAS (2 of 3)
Extra Aerial Photography & Mosaic
Price Agreement #2 Contract 4652
OREGON STATE HIGHWAY DEPT.
Lloyd P. Shaw, Res. Engr. June 1958


N. COOK ST.
INTERSTATE AVE.
WHEELER

FLIGHT AREA (1 of II)
Extra Aerial Photography & Mosaic
Price Agreement #2 Contract 4632
OREGON STATE HIGHWAY DEPT.
Lloyd P. Shaw, Res. Engr. June 1956

struction—Bridge—Engineer

[redacted] State Highway Engineer

State Printing 87190

Form A-100-5M—7-56

4

26-1444

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name: Aerial photography and Mosaic
Date: March 28, 1956
Highway: Metropolitan Area, Portland
Contract No. 4632
County: Multnomah
Prefix: 26-1444
Contractor: Delano Aerial Surveys
F. A. Project No.: state
Address: 1536 S. E. 11th Ave., Portland
Price Agreement No. 1

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done:

One set of contact prints and one set of 16"x20" enlargements of low oblique photographs taken from 1000 ft. to 1500 ft. with lens of at least 12" focal length and providing approximately five blocks of progression per photograph, for a total of 10 photographs.

Locations by station numbers:

N. Going St. to N. Columbia Blvd. and centered on the block between N. Delaware Ave. and N. Wilbur Ave. (see sketch)

Names of pay items, estimated quantities and agreed prices:

EXTRA OBLIQUE PRINTS AND ENLARGEMENTS

Pay will be the lump sum of $185.00 for preparing and furnishing 10 contact prints and 10 16"x20" enlargements of same.

Specifications, basis of measurement and other provisions:

Contact prints to be printed on single wt. glossy paper. Enlargements to be printed on Double wt matte paper. Contractor to retain ownership of negatives. Reprints to be available to the State at standard commercial rates.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

		Space to right of this line is for use of Salem Office
Project authorization	$ 13,308.75	/
Present estimate of project cost, including $ 185.00 for work under this order	$ 13,308.75	/
Expected under-run over-run (amount)	$ none	
Expected under-run over-run (per cent)	none	

Submitted by: Lloyd P. Stone
Resident Engineer

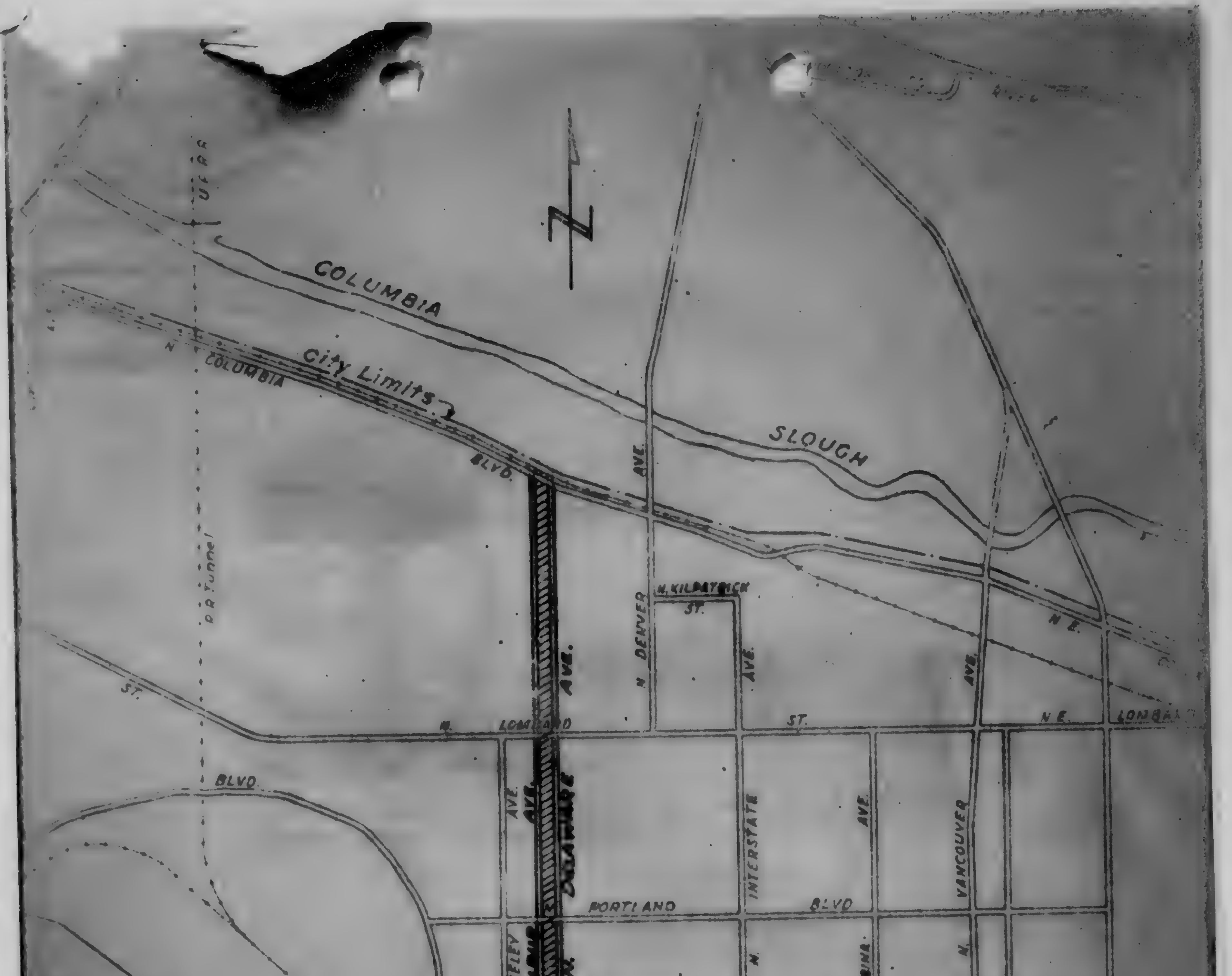
Approval Recommended:
Assistant Division Engineer

Approval Recommended:
Construction—Bridge—Engineer

Signed: Delano Aerial Surveys
Contractor
By Leonard H. Delano

Approved:
[redacted] State Highway Engineer

State Printing 87190


U.P.R.R.
COLUMBIA
SLOUGH
N. COLUMBIA BLVD.
City Limits
D.R. Tunnel
N. DENVER AVE.
N. KILPATRICK ST.
AVE.
N.E.
ST.
N. LOMBARD ST.
N.E. LOMBARD
BLVD.
N. DELAWARE AVE.
N. WABASH AVE.
N. GREELEY AVE.
PORTLAND BLVD.
N. INTERSTATE AVE.
N. ALBINA AVE.
N. VANCOUVER AVE.
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KILLINGSWORTH ST.
N.E.
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AIRPORT
N. GOING ST.
N. GREELEY
U.P.R.R.
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26-1444
4632

March 21, 1956

Delano Aerial Surveys
1536 S. E. 11th Ave.
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4632, which was awarded to you by the State Highway Commission on March 1, for aerial photography and mosaic in the Portland Metropolitan Area in Multnomah, Clackamas and Washington Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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MAR 5 - 1956
FOR FILING

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11.03

March 5, 1956

Delano Aerial Surveys
1536 S. E. 11th Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission on March 1, 1956 awarded to you State Highway Contract No. 4632 for the Portland Area Aerial Photography and Mosaic Project in Multnomah, Clackamas and Washington Counties.

This award was based on your bid of $11,830.00, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

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4632

January 25, 1956

agenda
1-26-55

NO A11-1

Oregon State Highway Commission

Gentlemen:

In our advance studies of the metropolitan area of the city of Portland we have been handicapped by lack of adequate aerial maps. There are some assorted aerial pictures available at the present time, but they are not suitable for projection and are not up to date. A controlled aerial mosaic map of the Portland metropolitan area, on a 400-foot scale, will cost in the neighborhood of $15,000, but such a map would greatly simplify and decrease expenses of making projects, studying different routes, and preparing plans for ultimate improvements in the area.

I recommend that we call bids at the next meeting for such a survey, so that the aerial pictures may be taken before the trees leaf out, as a much better picture can be obtained when the trees and shrubbery are in dormant stage. The cost of the aerial map would be charged against our approved budget for surveys.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Forrest Cooper
Mr. S. H. Probert

WCW:me 1g

FORM E30—50M—2-55—02966

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20th, 1956

SUBJECT: Aerial Survey of Portland

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

It is recommended that an aerial survey be made of the Portland metropolitan area for the production of a 400-foot scale controlled mosaic map. This map would be very valuable in studies and surveys of many highway elements in Portland. At the present time the only thing that is available are some rather poor aerial pictures which are not suitable for projection and are not up-to-date. The maps would be produced in segements 36 inches square.

The cost of the project is estimated at $15,000. As the time element is quite critical due to the fact that it is hard to make good aerial surveys when the trees are fully leafed out, I request permission be obtained from the Commission at its next meeting so that we can prepare the necessary plans and specifications for contracting at the first subsequent meeting.

The maps would be used in the immediate future for a continuing study of the "Freeway and Expressway System, Portland Metropolitan Area" report and, of course, for other studies in that area.

Forrest Cooper

Forrest Cooper
Construction Engineer

FC:AR

S-206(3) Yellow Cr. Sec., Powers Hwy. 1956

#4633

RECEIVED
JAN 30 1957

FOR FILING
W. C. WILLIAMS

Yellow Creek Section
Contract No. 4833
S-206 (3)

January 18, 1957

Powers Secondary Highway
Prefix: 106-1062-201(41)

FINAL COST ANALYSIS

Grading and Stone Base
Martin Kinchloe, Contractor
John R. Hagedorn, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	$615.48	$ 500.00	$ 615.48	$ 500.00
Removal of Bridge	100%	All	702.58	1,000.00	702.58	1,000.00
Drainage Excav., Unclass.	168.86	Cu. Yd.	2.21	2.50	373.64	422.15
Finish Roadbed & Slopes	.45	Mile	560.42	600.00	252.19	270.00
General Excav., Unclass.	13,504.4	Cu. Yd.	0.325	0.43	4,393.04	5,806.89
Rounding Cutbanks	2,405	Lin.Ft.	0.144	0.20	346.75	481.00
12" Corr. Metal Pipe	72	Lin.Ft.	3.44	3.65	248.15	262.80
18" Corr. Metal Pipe	96	Lin.Ft.	4.08	4.25	392.00	408.00
24" Corr. Metal Pipe	50	Lin.Ft.	6.06	6.25	303.42	312.50
18" Concrete Pipe	9	Lin.Ft.	3.01	3.25	27.16	29.25
6" Metal Drain Pipe	46	Lin.Ft.	1.78	2.00	82.00	92.00
*Class "A" Concrete	213.05	Cu. Yd.	67.00	67.00	14,274.35	14,274.35
*Metal Reinforcement	53,920	Lb.	0.13	0.1325	7,009.60	7,144.40
Coarse Crushed Mat'l in Base	3,519	Cu. Yd.	2.99	3.50	10,518.97	12,316.50
3/4"-0 Mat'l in Base	641	Cu. Yd.	3.43	3.60	2,200.13	2,307.60
Sprinkling	2,04.4	M/gal.	2.66	3.00	544.34	607.20
PA #1 Purchase Excess Culvert Pipe	36	Lin.Ft.	2.21	2.21	79.56	79.56
PA #1 Purchase Excess 12" CMP Bands	1	Each	2.21	2.21	2.21	2.21
*PA #2 Cement Adj. in Favor of Contractor	3.13	Bbl.	5.60	5.60	17.53	17.53
Force Account					155.31	161.34
					$42,538.41	$46,495.28

RECEIVED
JAN 29 1957
OFFICE OF
STATE HIGHWAY ENGINEER

Contract No. 4633

*Work Done All Or In Part By Sig Anderson

Gross Revenue	$46,495.28
Total Cost	42,538.41
Net Profit	$ 3,956.87

Net Profit Equals 8.51% of Gross Revenue

DETAIL OF COST

Martin Kinchloe, Contractor

Labor:

Labor	$5,337.85	
Labor Insurance	360.30	$ 5,698.15

Materials:

12" Corr. Metal Pipe	108	Lin.Ft.	At	$2.21	$ 238.68	
Bands	4	Each	"	2.21	8.84	
18" Corr. Metal Pipe	96	Lin.Ft.	"	3.11	298.56	
Bands	4	Each	"	3.11	12.44	
24" Corr. Metal Pipe	50	Lin.Ft.	"	4.82	241.00	
Bands	2	Each	"	4.82	9.64	
18" Concrete Pipe	9	Lin.Ft.	"	1.56	14.85	
6" Metal Drain Pipe	46	Lin.Ft.	"	0.76	34.96	
Bands	1	Each	"	0.76	.76	
Coarse Mat'l in Base	3,519	Cu. Yd.	"	1.50	5,277.00	
3/4"-0 Mat'l in Base	641	Cu. Yd.	"	2.00	1,282.00	
Cement	3.13	Bbl.	"	5.60	17.53	
Water Pipe					23.00	$ 7,459.26

Equipment Rentals and Miscellaneous Expense:

Equipment Rental (Own)	$3,290.63	
Equipment Rental (Hired)	2,848.90	
Gas, Oil, and Grease	765.69	
Powder and Caps	113.50	
Bond	334.19	
P.L. and P.D. Insurance	163.00	
Small Tools	46.00	
Home Office and General Overhead	535.14	$21,254.46

Paid Sig Anderson	$14,274.35
Paid Sig Anderson	7,009.60
TOTAL	$42,538.41

Remarks:

This was a "Federal Aid Secondary Project" located in Coos County on the Powers Highway. The north end of the project was approximately 8 miles southeast of Broadbent. The south end was approximately 7.6 miles northwest of Powers. The overall length of the project was 0.42 mile.

The work to be performed under this contract consisted of the construction of one reinforced concrete box culvert, the construction of 0.45 mile of highway roadbed and stone base and such additional and incidental work called for in the plans and specifications.

The contract was bid and awarded to Martin Kinchloe on March 2, 1956. The contractor moved in and began clearing on March 20, 1956, using a D-7 cat with dozer blade and three men. This work progressed very well and was completed during the week ending April 14, 1956. This item shows a loss due to the contractor's low bid price on this item.

The contractor began excavating in the vicinity of Station 582+20 for the box culvert on April 5, 1956. This work was completed on April 25, 1956. The contractor continued grading where possible until June 15, 1956, at which time he stopped operations.

The subcontractor on the box culvert began work on April 26, 1956. The subcontractor had a small crew on this work. This work did not progress as rapidly as it should, as the contractor used these men on other work while doing this project. The subcontractor completed pouring the culvert July 12, 1956, and completed all work on the box culvert during the week ending July 28, 1956.

The principal contractor resumed his work on July 25, 1956 and completed the grading on August 13, 1956.

He began placing the coarse base rock immediately completing this work on August 22, 1956. The contractor processed and maintained the base course until August 30, 1956, at which time he began placing the 3/4"-0 material on the base. This work was completed September 5, 1956.

All work on the project was completed on September 12, 1956.

In processing the work on the project, the contractor used two D-7 caterpillar tractors, one 3/4-cubic yard shovel, one 105 compressor, a #12 caterpillar power grader, a TD-9 tractor with a 3/4-cubic yard scoop, a 10-cubic yard scraper, a three-leg 10-ton roller and such other necessary equipment.

The principal contractor supervising, using a small crew and having good equipment, made a fair profit.

M. N. Juve
Chief Cost Analyst

By

F. W. Sugnet

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The principal contractor supervising, using a small crew and having good equipment, made a fair profit.

M. N. Juve
Chief Cost Analyst

By

F. W. Sugnet

A

S. 206 (3)
4633

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 26, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4633	8-final	Martin Kincheloe

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25078	H-166216	$ [illegible].18	11/26/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: **July 31, 1956**

Time Extensions: **to Sept. 12, 1956**

Completion Date: **Sept. 12, 1956**

Date Accepted: **Sept. 27, 1956**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **11-27-56**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By Floyd Query
Ass't. Secretary

NOTED ON CARD

Warrant Mailed: NOV 27 1956

Ruth Rawlings

RECEIVED
NOV 19 1956
FOR FILING

November 16, 1956

CERTIFIED MAIL

Fidelity & Deposit Company
Robert B. Cumming, Mgr.,
900 Failing Bldg.,
Portland 4, Oregon

Dear Sir:

State Highway contract No. 4633 for work performed on the Yellow Creek Section of the Powers Secondary Highway in Coos County was completed by the contractor, Martin Kincheloe, on September 12, 1956, and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $1,491.18 will be released to the contractor on or after November 26, 1956. The total contract amount is $46,495.28, of which amount $161.34 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ds

cc: Fidelity & Deposit Company
Baltimore 3
Maryland

RECEIVED
OCT 26 1956
FOR FILING

[illegible]

4[illegible]

October 25, 1956

CERTIFIED MAIL

Fidelity & Deposit Co. of Maryland
Robert B. Cumming, Mgr.
900 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Martin Kincheloe on contract No. 4633, covering grading and stone base on the Yellow Creek Section of the Powers Highway in Coos County. This payment, in the amount of $2,682.26 will be released to contractor on or after November 5, 1956. The retained percentage is $1,391.88.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By____________________________
Floyd Query, Assistant Secretary

rn

cc - Fidelity & Deposit Co. of Maryland
Baltimore 3,
Maryland

NOTED ON CARD

10-25-56

A

RECEIVED
OCT 10 1956
FOR FILING

[illegible]

4-23

October 9, 1956

Mr. Martin Kincheloe
Box 1144
Myrtle Point, Oregon

Dear Sir:

The State Highway Commission at its meeting held on September 27 had under discussion your request for an extension of time from July 31, 1956 to September 20, 1956 within which to complete your contract No. 4633, for grading and stone base on the Yellow Creek Section of the Powers Highway in Coos County.

We are pleased to inform you that the State Highway Commission granted you an extension of time to September 12, 1956, the actual completion date of the contract. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Morgan,
Division Engineer

John Hagedorn,
Resident Engineer

Tom Edwards,
Construction Engineer

A

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OCT 4 1956
FOR FILING
FORM [illegible]

S 66(5)

4633

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 3, 1956

SUBJECT: Yellow Creek
Powers Secondary
Contract No. 4633

To:

~~Mr. Frank Morgan~~
~~Division Engineer~~
~~State Highway Department~~
~~Roseburg, Oregon~~

L

Reference is made to Laboratory Report No. 403444, dated October 1, 1956 showing a deficiency of crushed material of 16.3 percent for the 3/4"-0 crushed gravel being produced.

It would appear as if the jaws could be set a little tighter as there is 30.5 percent retained on the 3/8-inch screen. Will you please instruct the resident engineer to have the contractor adjust his pit and plant operations so that acceptable material can be produced.

Also, please have the resident engineer so mark samples of improved aggregate that it is clear they represent corrected 3/4"-0 crushed gravel.

Tom Edwards
Construction Engineer

By L. H. Young

L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: Forrest Cooper ✓
Ray Webber

RECEIVED
OCT 4 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 26 1956

FOR FILING

September 25, 1956

Oregon State Highway Commission

Request for extension of time
No. 31
September 27-28 meeting

Gentlemen:

Herewith is a request from Martin Kimbeloe for an extension of time on the Yellow Creek Section, Contract No. 4633, from July 31, 1956 to September 20, 1956.

All work on this contract, with the exception of cleaning up and burning of the debris from the old bridge, was completed by the specified date. The U. S. Forest Service's burning regulations did not permit the final disposal of materials until the early part of September. The contractor actually completed this project on September 12, 1956, and I recommend the extension be granted to that date without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Attach.

cc Mr. Tom Edwards

EAP:of fn

1

RECEIVED
SEP 21 1956
FOR FILING

S-206 (3)

4633

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18, 1956

SUBJECT: Yellow Creek Section
Powers Secondary
Contract No. 4633

To: Mr. Frank Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Reference is made to Laboratory Report No. 401218, dated September 12, 1956 showing that there was insufficient material submitted for an abrasion test on the 3/4"-0 leveling course material being produced at M.P. 11.56 on the Powers Highway.

A letter (dated August 17, 1956) was sent to the division engineers alerting them to the problem of insufficient sized samples for the required tests.

Will you please instruct the resident engineer to resubmit a sample of sufficient size (25 pounds minimum) for the required abrasion test.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY-WCH:jc

NOTED
FORREST COOPER

cc Forrest Cooper ✓
Ray Webber

RECEIVED
SEP 19 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 21 1956
FOR FILING

S-206(3)

4633

September 17, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 12, 1956, on Contract No. 4633, Yellow Creek Section in Coos County, in connection with Federal Aid Project No. S-206(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: John Cattrall

[illegible]P:sh

Form E-1—10M—1-36

O. ON STATE HIGHWAY DEPARTM

S-206 (3)

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 15, 1956

Section Yellow Creek

Kind of work Grading and Stone Base

Highway Powers Secondary

Section prefix 106-1062

Contractor Martin Kincheloe

Contract number 4633

Date of contract March 2, 1956

Date of completion July 31, 1956

Date work started March 20, 1956

Estimated date of completion September 30, 1956

Project authorization $ 53,447.63

Exclusive of Engineering $ 49,646.91

Per cent of time elapsed 130 %

Estimated cost of completed project, exclusive of engineering $ 49,646.91

Estimated per cent overrun or underrun none %

Per cent of contract completed, based on total contract price 99 %

Engineering authorization $ 3,800.72

Engineering cost to date $ 3,400.00, 90 %

Date project was completed September 12, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed shaping shoulders and burning ~~bridge-deris~~ debris.

Completed project Wednesday.

NOTED
TOM EDWARDS

Noted
M. N. Juve

NOTED
L. H. Young

RECEIVED
SEP 1[illegible] 1956
OFFICE OF
CONSTRU[illegible]

NOTED
D. J. BARBEE

NOTED

Signed John K Haydon Residnet Engineer

Address 391 N. Central Blvd., Coquille, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
V. D. WOLFE

State Printing 92073

6-20

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.45	0.45			
Miles partially completed	0.45	0.45			
Miles completed	0.45	0.45			
Total estimated quantities (contract)	14,700	4,550			
Total quantities corrected to date	13,504.4	4,160			
Estimated quantities moved or placed to date	13,504.4	4,160			
Average daily quantities	0	0			
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		5			

Men	4
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	1
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...1...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Fair		
Tuesday	Clear		
Wednesday	Overcast		
Thursday	"		
Friday	"		
Saturday	"		

CPR8-2049

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Oregon
County Coos
Project No. S-206(3)

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 20th day of June, 1956 by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 22nd day of November, 1955, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.447 miles of grading, drainage, and 2-lane low type surfacing;
(Character of work)

between Powers and F.A. Rte. 14 approximately 1.5 miles southeast of Myrtle Point
(Control points)

consisting of 0.447 miles of roadway and no bridges [illegible]
(Number)

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of thirty thousand and no/100 dollars ($ 30,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is forty nine thousand fourteen and 90/100 dollars ($ 49,014.90).

PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer, Bureau of Public Roads

—33205

Oregon State Highway Department

Federal Aid Secondary
Project No. S-206(3)

YELLOW CREEK SECTION

OF THE POWERS HIGHWAY IN COOS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1956

Type Code 2010
Roadway (Sta. 574+50 to Sta. 598+12.30)(Contract No. 4633)

All	Required	Clearing and Grubbing		$ 500.00
All	Required	Removal of Bridge		1,000.00
140	cu. yds.	Drainage Excavation, Unclassified	$ 2.50	350.00
14,700	cu. yds.	General Excavation, Unclassified	0.43	6,321.00
0.45	mile	Finishing Roadbed and Slopes	600.00	270.00
1,800	lin. ft.	Rounding Cutbanks	0.20	360.00
120	lin. ft.	12-inch Corrugated Metal Pipe	3.65	438.00
30	lin. ft.	18-inch Corrugated Metal Pipe	4.25	127.50
50	lin. ft.	24-inch Corrugated Metal Pipe	6.25	312.50
10	lin. ft.	18-inch Concrete Pipe	3.25	32.50
50	lin. ft.	6-inch Metal Drain Pipe	2.00	100.00
190	cu. yds.	Class "A" Concrete	67.00	12,730.00
43,000	lbs.	Metal Reinforcement	0.1325	5,697.50
3,900	cu. yds.	Coarse Crushed Material in Base	3.50	13,650.00
650	cu. yds.	3/4" - 0 Material in Base	3.60	2,340.00
110	M-gal.	Sprinkling	3.00	330.00
		Subtotal		$ 44,559.00
		10% Engr. & Cont.		4,455.90
		Total		$ 49,014.90

Length of Roadway 0.447 mile
Cost of Roadway per mile $109,653.02

Federal Funds- $ 30,000.00
State Funds- 19,014.90

$ 49,014.90

State Funds for Constr. Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

RECEIVED
MAR 28 1956
FOR FILING

S-206(3)
4:33

March 27, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 20, 1956, on Contract No. 4633, Yellow Creek Section, in Coos County, in connection with Federal Aid Project No. S-206(3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:ia

RECEIVED
MAR 21 1956
FOR FILING

S-20651
4633

March 21, 1956

Mr. Martin Kincheloe
Box 1144
Myrtle Point, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4633, which was awarded to you by the State Highway Commission, for grading and stone base on the Yellow Creek Section of the Powers Highway in Coos County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

F

RECEIVED
MAR 5 - 1956
FOR FILING

5-206 (3)
4633

March 5, 1956

Mr. Martin Kincheloe
Myrtle Point, Oregon

Dear Sir:

The State Highway Commission on March 2, 1956 awarded to you State Highway Contract No. 4633 for grading and stone base on the Yellow Creek Section of the Powers Highway, about 14 miles south of Myrtle Point in Coos County.

This award was based on your bid of $44,559 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

RECEIVED
FEB 16 1956
FOR FILING

S-206(3)

4632

February 15, 1956

Oregon State Highway Commission

Gentlemen:

Attached hereto is a sketch map indicating relocation of an approximate one-half mile section of the Powers Secondary Highway, which is designated the Yellow Creek Section. I am addressing a letter to you this date requesting approval of the transfer of additional funds for the improvement of this section over the original allocation.

We are calling for bids on this project at the forthcoming meeting, and I recommend your approval of the survey as indicated on the sketch.

Very truly yours,

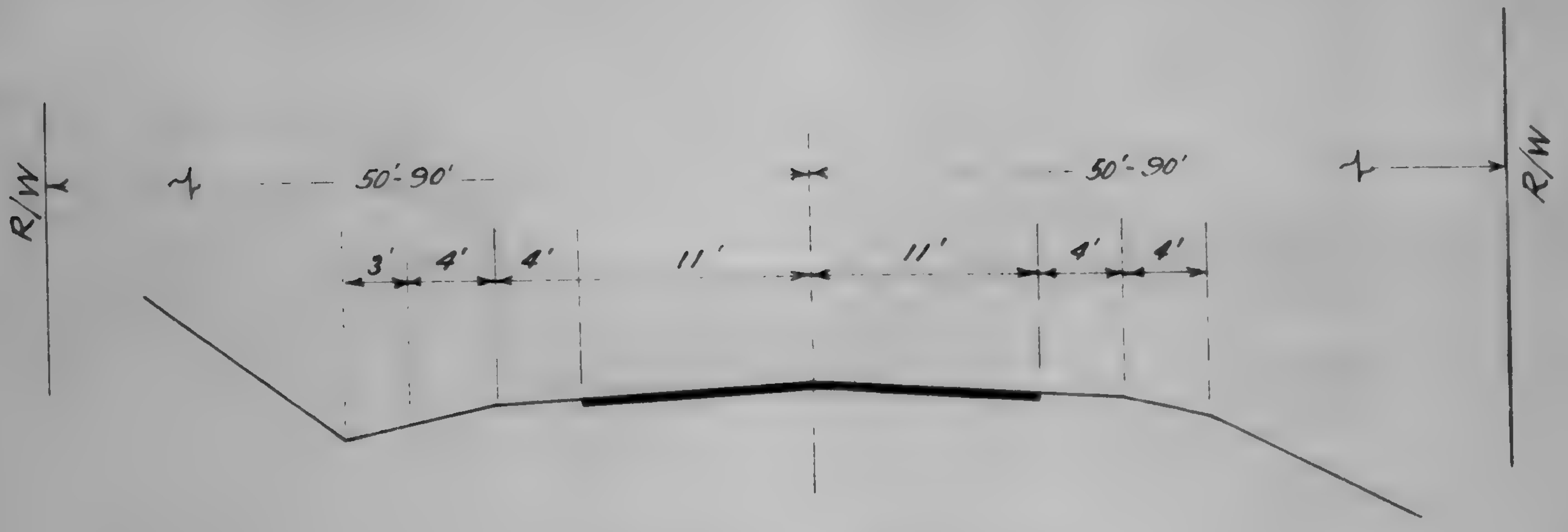
R. H. Baldock
State Highway Engineer

Attachment

cc Mr. Forrest Cooper
Mr. R. L. Porter

WCW:me fn

IR-5-822

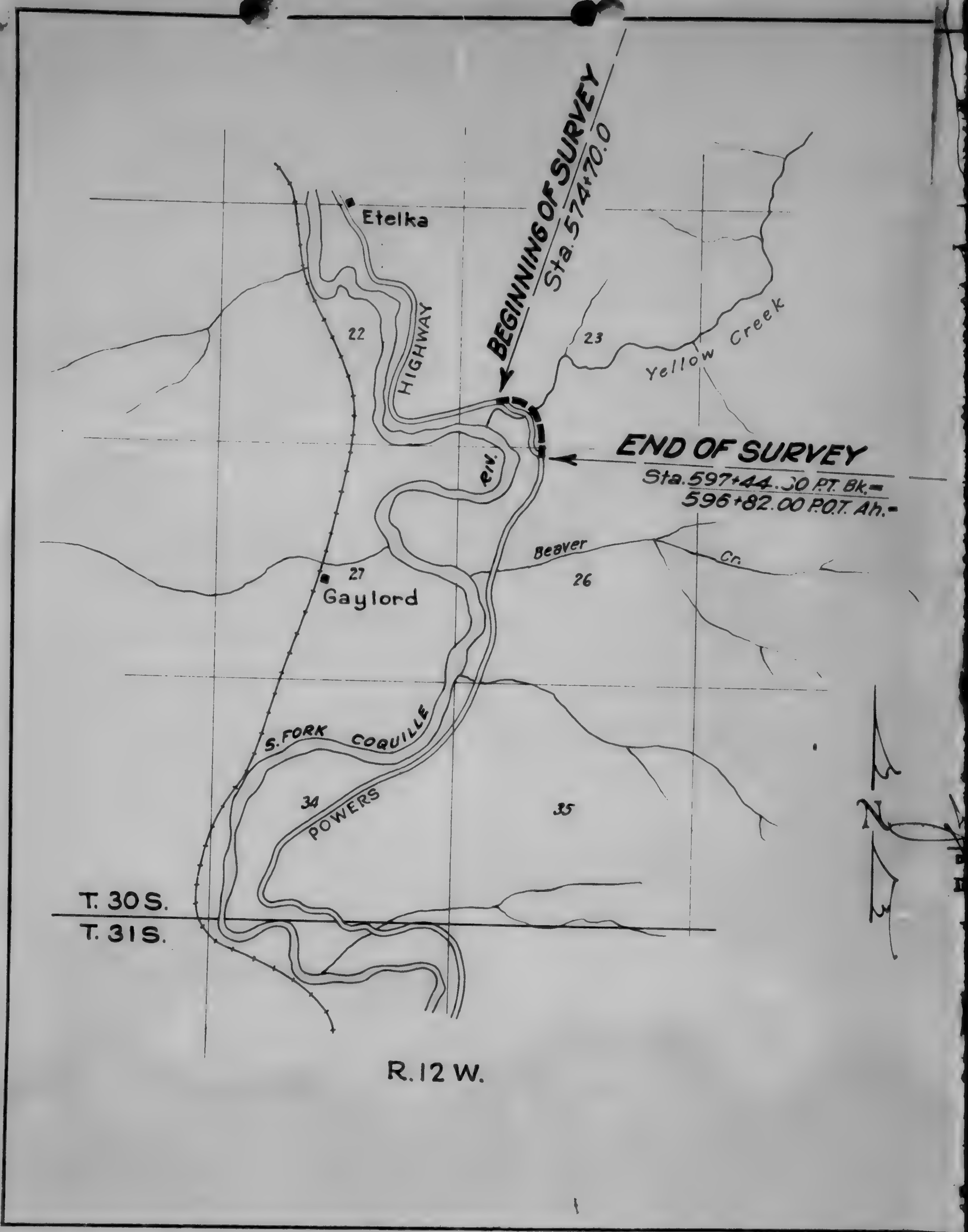


TYPICAL SECTION

APPROVED
DEPUTY STATE HIGHWAY ENGINEER
Date 10-31-55

For Details see Map No. 7B-35-9

OREGON STATE HIGHWAY DEPARTMENT	
YELLOW CREEK SECTION	
For	Survey Approval
Highway	POWERS SECONDAY
County	Coos
Scale 2"-1Mile	Date Nov. 1955


BEGINNING OF SURVEY
Sta. 574+70.0
END OF SURVEY
Sta. 597+44.30 P.T. Bk.=
596+82.00 P.O.T. Ah.=
Etelka
HIGHWAY
22
23
Yellow Creek
Riv.
Beaver
Cr.
27
26
Gaylord
S. FORK COQUILLE
POWERS
34
35
T. 30 S.
T. 31 S.
R. 12 W.
N

RECEIVED
JUN 2 1955
FOR FILING

FORM 230—30M—4-54—74386

5569

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1955

SUBJECT:

To:

Mr. Tom Edwards
Division Engineer

Please proceed immediately to make the necessary survey for the reconstruction of a short section of the Powers Secondary Highway at the Yellow Creek Bridge, Mile Point 1088.

This is the matter referred to in your letter of May 17, 1955 on the same subject.

Reasonable alignment and grade should be used consistent with traffic and conditions.

Necessary data and estimates for contracting the work should be submitted to this office.

Forrest Cooper
Ass't. Construction Engineer

FC:jv

cc: W. C. Williams

RECEIVED
JUL 11 1955
FOR FILING

FORM E-30X—50,000—10-54—79484

5?69

OREGON [illegible] HIGHWAY DEPARTMENT

INT[illegible]ENT CORRESPONDENCE

Ro[illegible], Oregon
[illegible], 1955

SUBJECT: Yellow Creek Bridge, M.P. 10.88
Powers Secondary Highway - 3-B

To: Mr. W. W. Stiffler
Assistant State Highway [illegible]
State Highway Department
Salem, Oregon

Dear Sir:

The bridge a[illegible] [illegible]llow Creek, M.P. 10.88, Powers Secondary Highway, is on false w[illegible] [illegible] scheduled for reconstruction in the near future. It has [illegible] [illegible] attention that a culvert and fill could be utilized to r[illegible] [illegible] structure. The drainage area appears to be approximately six [illegible] miles. A twelve foot multiplate pipe would provide the drain[illegible] [illegible] required. Mr. Edwards has checked this matter and we atta[illegible] [illegible] a copy of his letter of May 17, together with a copy of [illegible] [illegible]issance map prepared by Mr. Klaboe.

It appears tha[illegible] [illegible] [illegible] culvert pipe and fill are placed, they should be placed [illegible] [illegible]ment. We recommend that Mr. Edwards be authorized to make a [illegible] [illegible] accordance with the reconnaissance proposal, and that a proj[illegible] [illegible]sting of grading and surfacing an approximate 1,500 foot [illegible] [illegible] and the installation of the culvert pipe be prepared for ear[illegible] [illegible]. Mr. Klaboe's reconnaissance estimate is $30,240 plus cos[illegible] [illegible]tional right of way. The amount set up for the replacement [illegible] [illegible] in our construction schedule is $25,000.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD:reb
Encl.
c.c. - P. M. Stephenson

PLEASE RETURN TO
W. C. WILLIAMS

FORM E-30X—50,000—10-54—79464

OREGON STATE HIGHWAY DEPARTMENT

INTERDEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 17, 1955

SUBJECT:

To: I. A. DeFrance
Assistant Maintenance Engineer

Dear Sir:

Reply is made to your letter of April 2[illegible] concerning the Yellow Creek Bridge, M. P. 10.[illegible], Powers Secondary Highway.

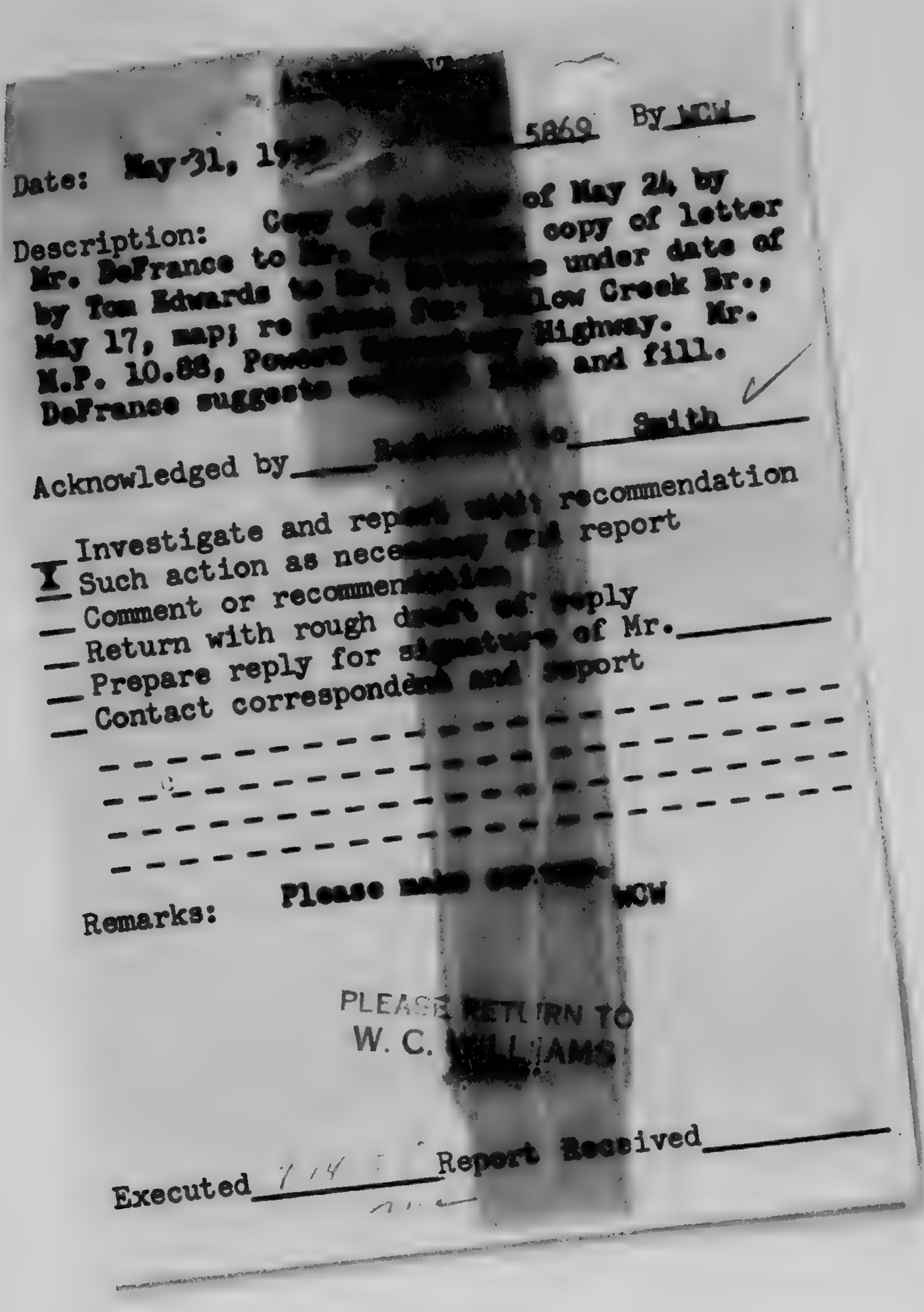
Mr. Morgan, Mr. Klaboe and Mr. Krueger have inspected the site. Klaboe has made rather extensive computations and checked the size of the pipe which you suggest. Also, he has talked to the local people to verify the adequacy of such a pipe.

I attach a print prepared by Klaboe with a proposed new alignment and preliminary estimate of cost thereon. It is my feeling and feeling of those who have investigated this matter that $25,000 should not be spent for the construction of either a new bridge or a new culvert on the existing line. We feel that the line should be revised as shown on the print in order that it might fit any future development which this highway might take. We all feel that a pipe installation will be satisfactory at this point.

Very truly yours,

Tom Edwards
Division Engineer

TE:vw
Enc.



[illegible] 5869 By WCW

Date: May 31, 19[illegible]

Description: Copy of [illegible] of May 24 by Mr. DeFrance to Mr. [illegible] copy of letter by Tom Edwards to Mr. [illegible] under date of May 17, map; re [illegible] for [illegible]low Creek Br., M.P. 10.88, Powers [illegible] Highway. Mr. DeFrance suggests [illegible] and fill. ✓

Acknowledged by ____ Referred to Smith

_ Investigate and report with recommendation
X Such action as necessary and report
_ Comment or recommendation
_ Return with rough draft of reply
_ Prepare reply for signature of Mr. ________
_ Contact correspondent and report

Remarks: Please [illegible] WCW

PLEASE RETURN TO
W. C. WILLIAMS

Executed 7/14 Report Received ________

REFERRED TO

W. C. Williams

By W. W. STI[illegible]

The proposed plan appears worthy of serious Consideration, and would justify a short survey.

W. C. [illegible]

Surfacing – 1700 [illegible] feet

[illegible] 5" over 1' [illegible] (if obtainable)

$\left[\frac{5}{12} \times 32 \times 1700 \times \frac{1}{27} \times 1.30\right] = 1100$ c. yds.

Leveling 1½"

$\left[\frac{1.5}{12} \times 32 \times 1700 \times \frac{1}{27} \times 1.30\right] = 330$ cu. yd.

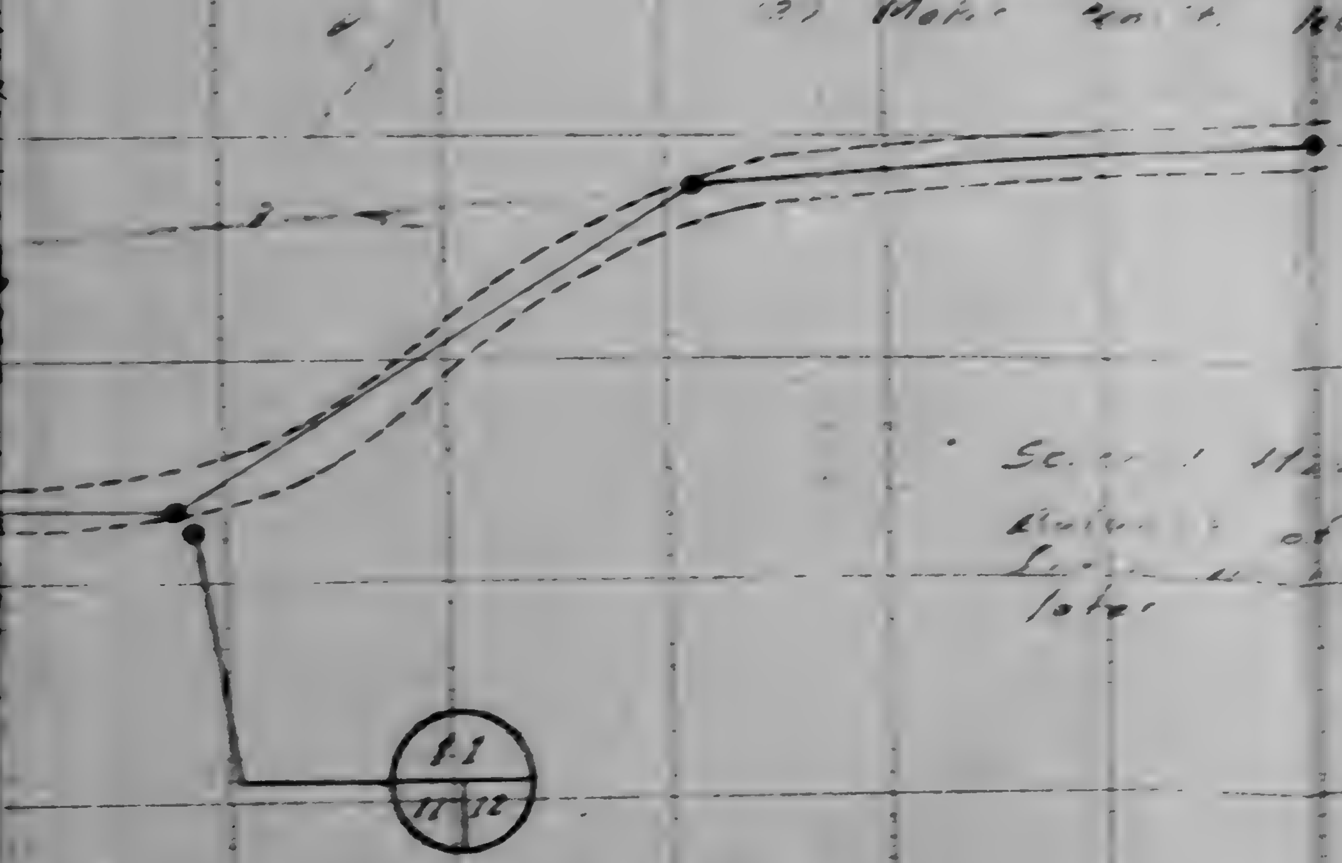
Oiling (0-1½)

15 tons asphalt

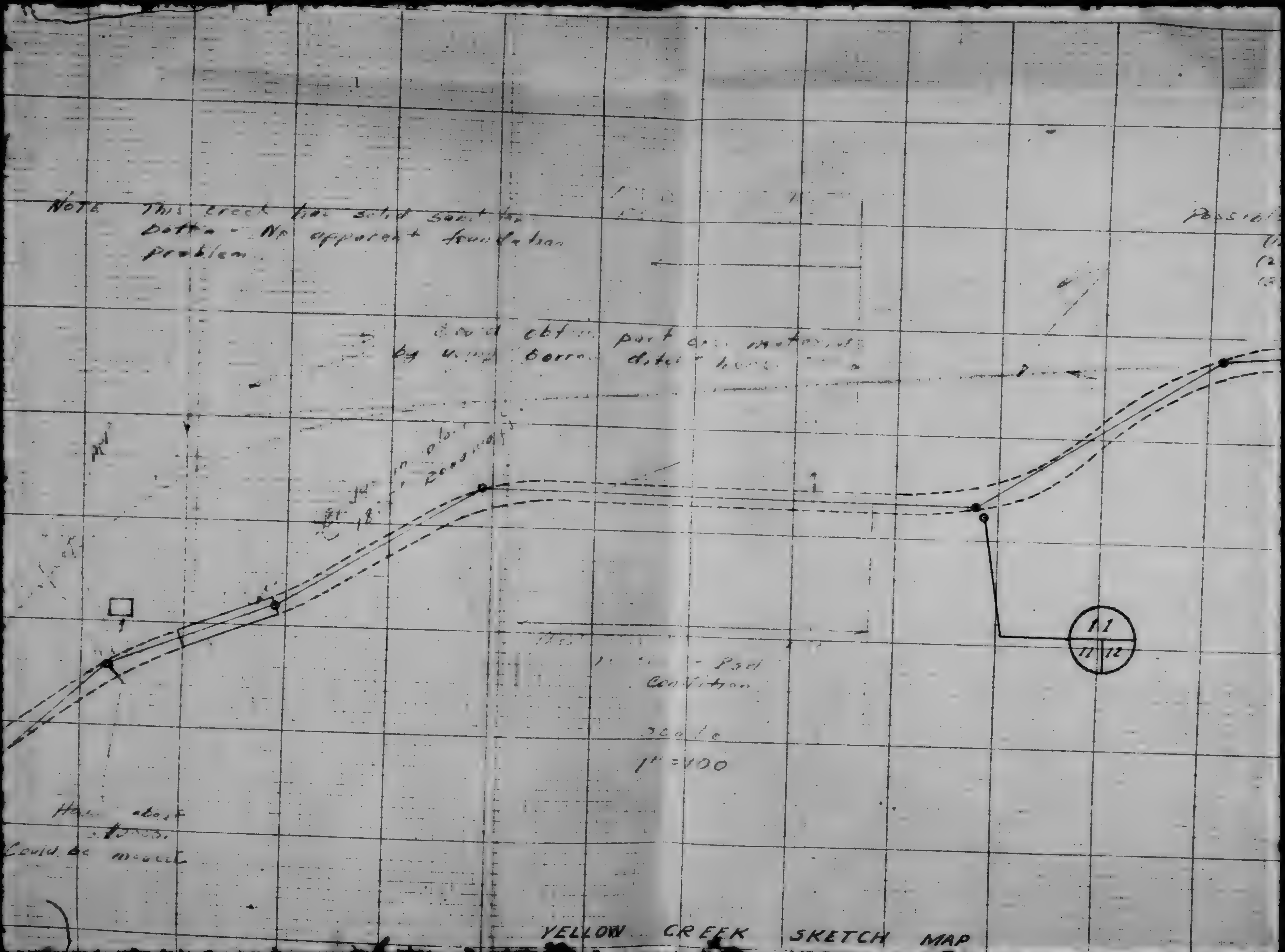
200 yds agg.

STANDARD
REG. U.S. PAT. OFF.
CROSS SECTION 10 X 10
100% RAG PAPER
MADE IN U.S.A.
KEUFFEL & ESSER

[illegible] [illegible] suggested for the following reasons:
(1) Moves highway away from [illegible] slide area.
(2) [illegible] [illegible] curve
(3) Makes [illegible] [illegible] grade

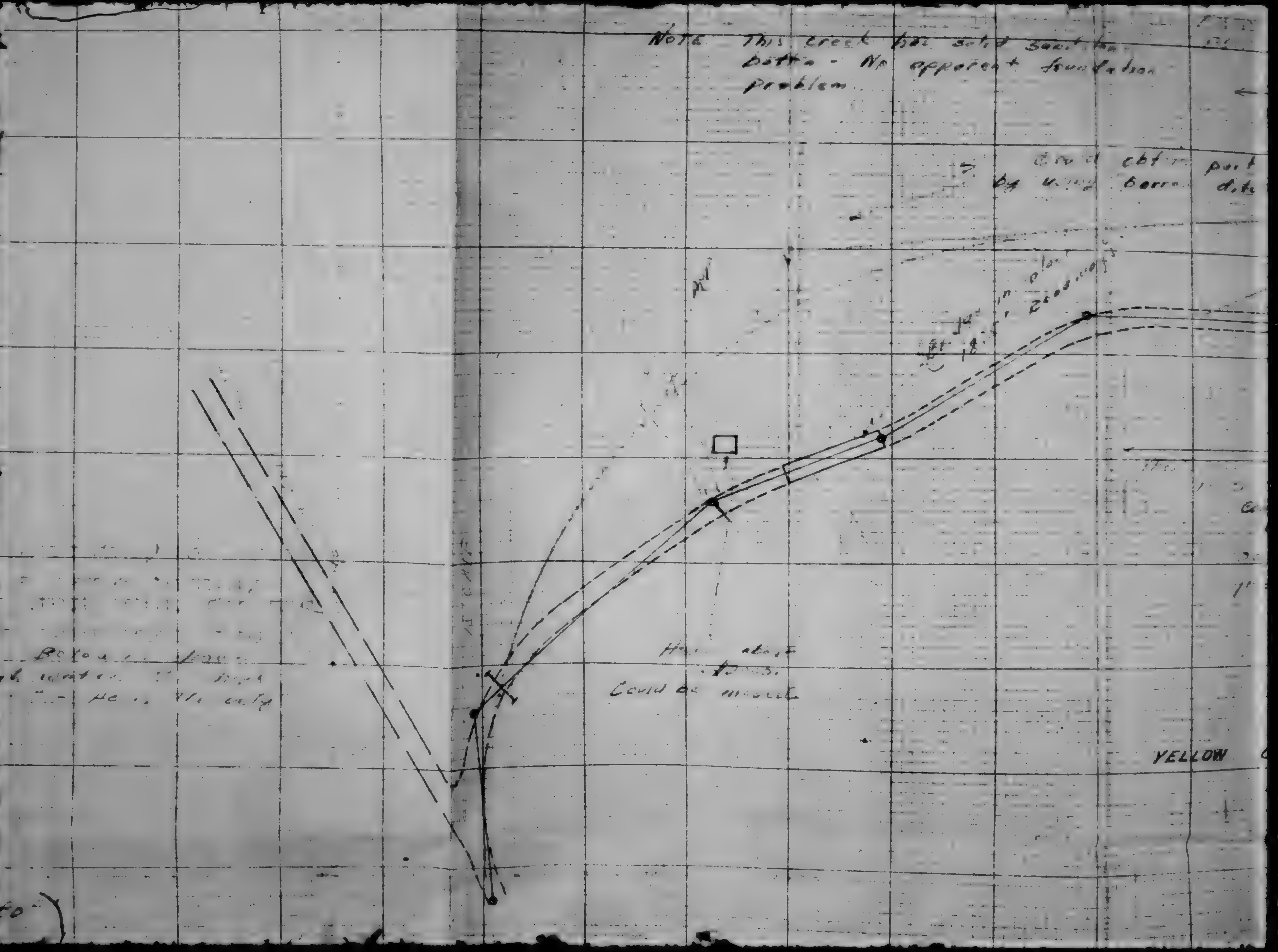


Second [illegible] [illegible] [illegible] [illegible]
[illegible] of [illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible] determined
later



NOTE This creek has solid sand bottom - No apparent foundation problem.
Could obtain part of the material by using borrow ditch here
Possib
(1
(2
(3
[illegible] - Psd Condition
scale
1" = 100
Has about [illegible]. Could be moved
11
11 12

YELLOW CREEK SKETCH MAP



NOTE This creek has solid sand bottom – No apparent foundation problem.

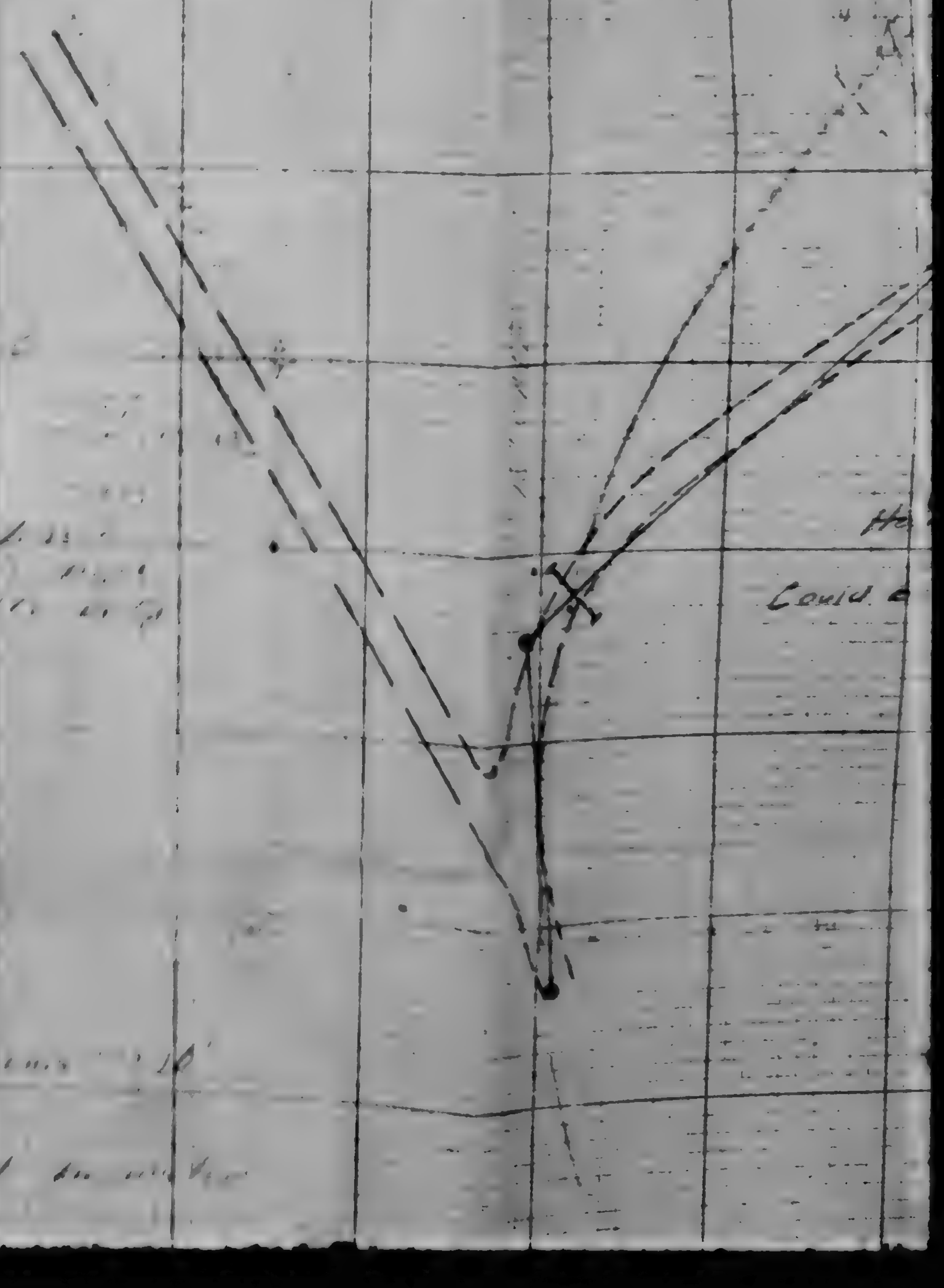
Could obtain part by using borrow ditch

Has about 10 ms. Could be moved

Beyond [illegible]
high water [illegible]
[illegible] He is the only

[illegible]

I [illegible] The [illegible] [illegible]
a cross [illegible] at the [illegible] high water [illegible]
water [illegible] applied [illegible]
Saved at [illegible] I could [illegible]



[illegible] 60'

[illegible] 1/10'

[illegible] at [illegible] of the [illegible]

H[illegible] 60[illegible]

Scale 1"=10'

[illegible] in at [illegible] at [illegible]

It [illegible] appear that a 12' [illegible] [illegible] [illegible] [illegible] be [illegible] [illegible]

Approx. Costs - Preliminary

Gen. Exc.	12,000	@	$.50	=	$6,[illegible]
144" [illegible]	150'	@	100.–	=	15,000
Surfacing					
Asphalt	15	@	60.00	=	900.
A.G. [illegible]	200	@	4.00	=	800
2½ - 0	1100	@	3.00	=	3300
3/4 - 0	3[illegible]	@	3.[illegible]	=	990

$[illegible]7[illegible]

+ 10% for misc 27[illegible]

$30,240 [illegible]

Right of way extra

10-102 [illegible] 1956
[illegible] - [illegible]nt-
4634 [illegible]ttle [illegible]. Unit

RECEIVED
NOV 5 1956
FOR FILING

10-1021

4634

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 1, 1956

4634
~~(CONTRACT NO.)~~

Special
(EST. NO.)

J. J. Walton
(CONTRACTOR)

23715
(VOUCHER NO.)

[illegible]
(WARRANT NO.)

$ 1,[illegible].84
(AMOUNT)

11/1/56
(DATE)

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1956

Time Extensions: None

Completion Date: Aug. 17, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

Mr. Glaisyer says O.K. to release warrant today, Nov. 2, 1956.

Date: 11-2-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: NOV 2 1956
Ruth Rawlings

NOTED ON CARD

OCT 24 1956

FOR FILING

October 24, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4634 for illumination on the Shady Point-Myrtle Creek Section of the Pacific Highway in Douglas County was completed by the contractor, J. J. Walton, on August 17 and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $4,039.84 will be released to the contractor on or after November 3, 1956. The total contract amount is $16,585.54, of which amount $49.59 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

MAR 21 1956
FOR FILING

12-21
4634

March 21, 1956

Mr. J. J. Walton
147 N. Commercial St.
Salem, Oregon

Dear Sir:

We enclose herewith for your files two fully executed copies of contracts awarded to you by the State Highway Commission on March 2, as follows:

Contract No. 4634, for illumination installation on the Shady Point-Myrtle Creek Section of the Pacific Highway in Douglas County.

Contract No. 4636, for illumination installation on the Goshen-Anlauf Section of the Pacific Highway in Lane County.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

ORegon STATE HIGHWAY COMMISSION

Secretary

gl
encls.

MAR 5 - 1956

FOR FILING

[illegible]

4634

March 5, 1956

Mr. J. J. Walton
147 N. Commercial Street
Salem, Oregon

Dear Sir:

The State Highway Commission on March 2, 1956 awarded to you State Highway Contract No. 4634 for installation of roadway illumination at 4 intersections on the Shady Point-Myrtle Creek Unit of the Pacific Highway in Douglas County.

This award was based on your bid of $16,188 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

1 -1/13 12th St.-[illegible] St. (Medford) 195[illegible]
Paving Project

[illegible]/25

A

15-1613
4635

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 14, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4635	2-Final	J. C. Compton Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17031	H-158154	$ 500.00	8/14/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 31, 1956

Time Extensions: None

Completion Date: June 29, 1956

Date Accepted: July 12, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-17-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: AUG 17 1956
Ruth Rawlings

NOTED ON CARD

RECEIVED
AUG 7 1956
FOR FILING

15-1513

915

August 7, 1956

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 4635 for paving on 12th St.-Boyd St. in Medford Section of the Pacific Highway (Northbound) in Jackson County was completed by the contractor, J. C. Compton Co., on June 29 and was formally accepted by the Highway Commission on July 12, 1956.

Final payment in the amount of $500.00 will be released to the contractor on or after August 17, 1956. The total contract amount is $5,979.97, of which amount $35.20 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Gordon Carey Insurance Agency
334 Third St.
McMinnville, Oregon

NOTED ON CARD

RECEIVED
JUL 27 1956
FOR FILING

15-1615

41-35

July 27, 1956

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. C. Compton Co. on contract No. 4635, for paving on the 12th St.-Boyd St.,Medford, Section of the Pacific Highway (Northbound) in Jackson County. This payment, in the amount of $5,479.97, will be released to the contractor on or after August 6, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Gordon Carey Insurance Agency
334 Third Street
McMinnville, Oregon

NOTED ON CARD

Form E-1-Rev 6-55—10M

15-1613
4635

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 30 June 56, 19

Section 12th St - Boyd St (Medford)

Kind of work paving

Highway Pacific (Northbound)

Section prefix 15-1613

Contractor J C Compton Co

Contract number 4635

Date of contract 2 Mar 56, 19

Date of completion 31 July 56, 19

Date work started 12 June 56, 19

Estimated date of completion 29 June 56, 19

Project authorization $ 8037.00

Exclusive of Engineering $ 7465.48

Per cent of time elapsed 79 %

Estimated cost of completed project, exclusive of engineering $ 6090.00

Estimated per cent overrun or underrun underrun 18 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 571.52

Engineering cost to date $ 695, 122 %

Date project was completed 29 June 56, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Constructed Seal Coat Friday pm. This completes project. Semi-final will be submitted early next week. This is final report.

NOTED
W. T. WRIGHT

NOTED
FORREST COOPER

NOTED
L. H. Young

RECEIVED
1956
OFFICE OF
CONST

NOTED
V. D. WOLFE

Signed Res Engr

Address PO Box 1122, Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 86385

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
					0.42
in project					0.42
partially completed					0.42
completed					800
l estimated quantities (contract)					728
al quantities corrected to date					728
imated quantities moved or placed to date					500
verage daily quantities					
verage daily quantities necessary to complete project on time					1
Number shifts per day					3
Hours per shift					8

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers 1........, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., distributor 1; trucks 3; sweeper 1

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	clear		
Tuesday	hot, clear		
Wednesday	hot, clear		
Thursday	clear		
Friday	clear		
Saturday			

RECEIVED
MAR 21 1956
FOR FILING

15-1813
4635

March 21, 1956

J. C. Compton Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4635, which was awarded to you by the Highway Commission on March 2, for paving on the 12th Street-Boyd Street (Medford) Section of the Pacific Highway (North Bound) in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
MAR 5 - 1956
FOR FILING

15-1413
4635

March 5, 1956

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on March 2, 1956 awarded to you State Highway Contract No. 4635 for 12th St.-Boyd St. (Medford) Paving Project on the Pacific Highway (northbound route) in Jackson County.

This award was based on your bid of $6,704 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

RECEIVED
OCT 6 1955
FOR FILING

FORM 530—50M—10-54—79488
15-1612
46[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 4, 1955

[illegible]
5405
5565

SUBJECT:

To:

Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

The original Minor Betterment Budget for 1956, contained an item of $204,809 for Minor Betterment Projects to be Selected.

We entered an item for Sightposts M.P. 11-15, John Day-Burns $800, and will enter the resurfacing on South Riverside in Medford in the amount of $10,800. (File attached)

After entering these two items, the Reserve for Minor Betterment projects to be Selected will be $193,209.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD:bt

RECEIVED
[illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 230—50M—2-55—82966

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 6th, 1955

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer

NOTED
W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS

In reply to Assignment #6023 which refers to resurfacing on South Riverside in Medford (Boyd to Twelfth), I hand you herewith copy of Edwards' field estimate.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:AR
Enc.

RECEIVED

FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
September 2, 1955

SUBJECT:

To: Forrest Cooper
Assistant Construction Engineer

Dear Sir:

In response to your request for a cost of surfacing South Riverside Street in Medford from Boyd Street to 12th Street, please be advised that the total cost is $10,800 detailed as follows:

Item	Unit	Total	Unit Price	Amount
Preparation of Base	mile	0.48	500.00	$ 240.00
Asphaltic Concrete Pavement	ton	900	7.00	6,300.00
150-200 Asphalt	ton	18	60.00	1,080.00
Aggregate in Shoulders	cu.yd.	100	4.50	450.00
RS-2 Asphalt in Seal	ton	12	75.00	900.00
Aggregate in Seal	cu.yd.	55	4.50	247.50
Asphalt in Fog Coat	ton	5	75.00	375.00
	Total Bid Items			$9,592.50
	12½% Engr. & Cont.			1,204.50
				$10,800.00

Very truly yours,

A. L. Severson
for Tom Edwards
Division Engineer

TE:gb

NOTED
FORREST COOPER

RECEIVED
SEP 6 1955
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 2[illegible] 1955
FOR FILING

Maint
[illegible]
[illegible]

FORM E-30X 27½ 3 54 75700

Discard

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 22nd, 1955

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. Tom Edwards
Division Engineer

Mr. Baldock has received a letter from Robert A. Duff, City Manager of Medford, in which he asks that South Riverside Avenue be resurfaced from Boyd to Twelfth Street.

Will you please give me an estimate and also your recommendations or comments as to the necessity of the job. I believe that this is the area that some residents of Medford attempted to get the Highway Commission to improve recently, which request was turned down.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams

RECEIVED
AUG 23 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 18 1955
FOR FILING

August 18, 1955

Mr. Robert A. Duff
City Manager
Medford, Oregon

Dear Mr. Duff:

I inspected South Riverside Avenue from Boyd to 12th Street in the city of Medford last Sunday with Mr. Hubbard. The Highway Commission has denied the request and the season is late, so it will be impossible to do anything this year, but I will have an estimate prepared and bring it to the attention of the Highway Commission when the budget is made next fall.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. W. C. Williams

Mr. Williams:
Include it in the budget for the consideration of the Commission. This is simply a resurfacing of the present pavement which is about 36 feet wide. Would say a 2-inch A-C.

ASSIGNMENT

Date: August 19, 1955 No. 6023 By WCW

Description: **Letter from Robert A. Duff, City Manager, Medford, dated August 15, and copy of Mr. Baldock's reply, requesting resurfacing of South Riverside Avenue from Boyd to 12th Street.**

Acknowledged by_____ Referred to SMITH

__Investigate and report with recommendation
XX Such action as necessary and report
__Comment or recommendation
__Return with rough draft of reply
__Prepare reply for signature of Mr.________
__Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 9-12-55 Report Received___________

OF MEDFORD
ORD, OREGON

ist 15, 1955

gineer
iway Department

:

Riverside Avenue from Boyd
treet in the City of Medford
surfacing and the City
ested me to petition you
c done. We are aware that
n is late but would
appreciate anything you may be able to
do to have this done this year.

Very truly yours,

ROBERT A. DUFF
City Manager

RAD:ds

RECEIVED
AUG 16 1955
OFFICE OF
STATE HIGHWAY ENGINEER

ROBERT A. DUFF
CITY SUPERINTENDENT

CITY OF MEDFORD
MEDFORD, OREGON

August 15, 1955

R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

South Riverside Avenue from Boyd Street to 12th Street in the City of Medford is in need of resurfacing and the City Council has requested me to petition you to have this work done. We are aware that the paving season is late but would appreciate anything you may be able to do to have this done this year.

Very truly yours,

ROBERT A. DUFF
City Manager

RAD:ds

RECEIVED
AUG 16 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 8 1955
FOR FILING

June 7, 1955

Mr. Robert A. Duff
City Manager
Medford, Oregon

Dear Sir:

In reply to your letter of May 24, I respectfully refer you to the report on the traffic study for the City of Medford, page 56, paragraph 4. In that report you will note that the prohibition of parking is deemed preferable to costly widening of Riverside Avenue between Central Avenue and 9th Street.

At the present time the pavement width on Riverside Avenue is adequate for two lanes of one-way traffic. The widening of the street at this time would not further traffic movement but rather provide parking for the benefit of adjacent property owners, which expense the Highway Commission decided not to assume. If you wish to present the matter again to the Commission please advise. The next meeting will be at the Imperial Hotel in Portland on July 1.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. Forrest Cooper

WCW:me 1g

FORM 2-50 35M 9-51 93319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 3, 1955

SUBJECT: Widening Riverside Avenue
Boyd Street-Ninth Avenue Section
Medford
WCW 5865

To: Mr. W.C.Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

I return herewith the above numbered assignment and I also attach hereto your file on this same subject which was before the State Highway Commission at their meeting of January 18, 1955.

Reviewing briefly, I refer you to Technical Report No.54-4, Medford Traffic Study, page 56, paragraph four. I also call your attention to page 119 in this same report showing the break-down of the $315,000. You will note also on page 119 that present day traffic volumes are approximately 6,000 vehicles per day and the 1975 traffic volumes are approximately 11,000 vehicles per day. It is our thought that in view of the recommendation contained in Proposal No. One, as out-lined in detail on page 56 and 57 of the report which sets forth that through the elimination of parking, three moving lanes of traffic can be established between Ninth Avenue and Boyd Street, the City of Medford should take steps to accomplish this before any construction work is performed.

I also note that the revised estimate of cost is only some $100,000. I presume that closer investigation indicated that all work could be done in the present 60-foot right-of-way. In the report, we felt that a minimum of 70 feet would be necessary.

I felt that when the freeway is constructed between Ashland and Medford and the Stewart Street-Barnett Road interchange, if put into use, coupled with developments south of Medford, a need for improvement of Riverside Avenue would be indicated. In the interim, we can adequately handle traffic through parking prohibition. I feel that the City is desirous of completing this project between Boyd Street and 12th Avenue primarily to have curbs installed and to develop a control of access. I see no reason why the State Highway Department should change the action of the Commission at their January 1955 meeting or deviate from the initial recommendation in the Medford traffic survey report.

F.B. Crandall
F. B. Crandall
Traffic Engineer

JAH:imf
attachment

RECEIVED
JUN 3 1955
OFFICE OF
STATE HIGHWAY ENGINEER

ASSIGNMENT

Dat May 27, 1955 No. 5865 By [illegible]

Description: **Letter from Robert A. Duff, City Manager of Medford, amending the City Council's request for improvements on S. Riverside Avenue to include widening and resurfacing between Boyd Street and 12th Street.**

Acknowledged by_____ Referred to **Crandall** ✓

- X Investigate and report with recommendation
- __ Such action as necessary and report
- __ Comment or recommendation
- __ Return with rough draft of reply
- __ Prepare reply for signature of Mr.________
- __ Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 6-3-55 me Report Received__________

)F MEDFORD
FORD, OREGON

PLEASE RETURN TO
W. C. WILLIAMS

y 24, 1955

er
Department

go on behalf of the Council
rd, we addressed a letter
e widening and re-paving
from Boyd Street to 9th
f Medford. Subsequent to
ved from the Highway
that this project had
ommission.

Since the original letter was written we have received a traffic study report prepared by the Highway Traffic Division. In this report we notice that no work is proposed between 12th Street and 9th Street on South Riverside Avenue in the City of Medford. We would, therefore, like to amend our request for improvements on South Riverside between Boyd Street and 12th Street. The portion of South Pacific Highway 99 outlined in this request is in need of widening and resurfacing.

The City of Medford would appreciate it if the Highway Commission would look favorably upon this project.

Very truly yours,

ROBERT A. DUFF
City Manager

1955

RAD:ds

ROBERT A. DUFF
CITY SUPERINTENDENT

CITY OF MEDFORD
MEDFORD, OREGON

PLEASE RETURN TO
W. C. WILLIAMS

May 24, 1955

R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Sometime ago on behalf of the Council of the City of Medford, we addressed a letter to you requesting the widening and re-paving of Riverside Avenue from Boyd Street to 9th Street in the City of Medford. Subsequent to that letter we received from the Highway Commission a notice that this project had been denied by the Commission.

Since the original letter was written we have received a traffic study report prepared by the Highway Traffic Division. In this report we notice that no work is proposed between 12th Street and 9th Street on South Riverside Avenue in the City of Medford. We would, therefore, like to amend our request for improvements on South Riverside between Boyd Street and 12th Street. The portion of South Pacific Highway 99 outlined in this request is in need of widening and resurfacing.

The City of Medford would appreciate it if the Highway Commission would look favorably upon this project.

Very truly yours,

ROBERT A. DUFF
City Manager

RAD:ds

[illegible] 1 1955

[illegible]

RECEIVED
FEB 9 1955
FOR FILING

[illegible]
[illegible] City

Medford.

1/17/55
4-1

February 2, 1955

Mr. Robert A. Duff
City Superintendent
Medford, Oregon

Dear Mr. Duff:

On September 22, 1954 you directed a communication to the State Highway Commission, attention of Mr. R. H. Baldock, State Highway Engineer, in which you requested, in behalf of the City Council, the widening of South Riverside Avenue from 9th Street to the intersection of South Central Avenue (U. S. 99), including installation of curbs and gutters and the resurfacing of the street to full width between curbs.

Mr. Baldock had an investigation made of the prevailing conditions on this street and he reported his findings to the Highway Commission at its meeting on January 18th. It appears from the report that it would cost about $100,000 to do what you ask. It also appears that the street as presently constructed is adequate to carry two lanes of traffic in one direction. The matter was discussed at some length during which it was brought out that funds are not immediately available to finance the improvement and that the project does not have a very high priority. In view of the circumstances, the Commission could not see its way clear to approve your request.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

RECEIVED
DEC 28 1954
FOR FILING

Medford

December 27, 1954

Oregon State Highway Commission

Gentlemen:

I attach hereto copy of a letter from Mr. Robert A. Duff, City Superintendent of Medford, which you will find self-explanatory.

The length of the section on which they request widening is about 3,600 feet. A portion of it is now curbed, with an average width between curbs of approximately 36 feet. A considerable portion does not have curbs and has some unpaved portions between the edge of the paved roadway and the sidewalk area. The estimated cost of the requested improvement is $100,000. The surface as of now is adequate for the carrying of two lanes of traffic in one direction, and the only particular advantage would be to obtain a full street-width pavement. This project would not have a high priority, and I recommend that it be denied.

The Secretary will have a map indicating the details of the requested improvement.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

WCW:fp fp

FORM [illegible]—[illegible]—4-54—[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 12, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

In reply to your Assignment 5405, I wish to advise that study has been made of the request of the City of Medford contained in a letter from Robert A. Duff, City Superintendent, dated September 22, 1954, in which they request that the Highway Commission improve the curbs, storm sewers, et cetera, on that portion of Riverside Avenue from 9th Street southerly to Central Avenue, which is the route of northbound traffic on US99 in Medford. As you know, Riverside Avenue was taken over as northbound lanes for the one-way couplet in Medford several years ago.

The proposed project is estimated to cost $100,000 and while it is desirable, particularly from the standpoint of abutting owners, I do not feel that it should have a very high priority in that area. The existing surfacing seems adequate and is in good condition. The drainage is not everything to be desired, but from the standpoint of the highway does not cause any serious difficulty. The expenditure of $100,000 in this area would in no wise improve traffic conditions, hence my recommendation that the project not be given a high priority.

I am attaching copy of a map and cross sections of the requested improvement for your information.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

RECEIVED
NOV 15 1954
OFFICE OF
STATE HIGHWAY ENGINEER

FC:js
Encl.

ROBERT A. DUFF
CITY SUPERINTENDENT

CITY OF MEDFORD
MEDFORD, OREGON

September 22, 1954

PLEASE RETURN TO
W. C. WILLIAMS

Oregon State Highway Commission
Salem, Oregon

Attn: R. H. Baldock
State Highway Engineer

Gentlemen:

I have been instructed to file a request on behalf of the Council of the City of Medford, in the matter of widening, the installation of curbs and gutters and the resurfacing of South Riverside Avenue in the City of Medford from 9th Street to the intersection of South Central Avenue.

Riverside Avenue is a portion of Highway 99 and is badly in need of the improvements stated above.

Very truly yours,

Robert A. Duff

Robert A. Duff
City Superintendent

RAD:ds

REFERRED TO
Williams
By State Highway Engineer

Please
make [illegible]
[illegible]
& prepare [illegible]
report [illegible]
[illegible]

RECEIVED
[illegible]
FOR FILING

file

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 31, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4636	9 Final	J. J. Walton	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1515	H202904	$1,902.37	1-31-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion Date:	Oct. 31, 1956
Time Extensions:	Sept. 30, 1957
Completion Date:	Aug. 22, 1957
Date Accepted:	Oct. 1, 1957
Penalties:	None of record
Claims:	None of record
Remarks:	

Date: Feb. 3, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: FEB 3 1958
GRW.

NOTED ON CARD
OM

RECEIVED
FOR FILING

54-1020

4:51

Jan. 22, 1958

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attn.: G. H. Burnett

Gentlemen:

State Highway Contract No. 4636 for illumination installation on the Goshen-Anlauf Section of the Pacific Highway in Lane County was completed by the contractor, J. J. Walton, on Aug. 22, 1957, and was formally accepted by the Highway Commission on Oct. 1, 1957.

Final payment in the amount of $1,902.37 will be released to the contractor on or after Feb. 1, 1958. The total contract amount is $54,266.84, of which amount $120.78 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

SEP 24 1957

FOR FILING

Sept. 24, 1957

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to J. J. Walton a portion of the funds heretofore retained by the Commission on Contract No. 4636, for illumination installation on the Goshen-Anlauf Section of the Pacific Highway in Lane County.

This payment, in the amount of $1,176.42, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,619.52. The present payment will be released on or after October 4, 1957.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

em

MAY 22 1957

FOR FILING

41

May 21, 1957

Mr. J. J. Walton
147 N. Commercial St.
Salem, Oregon

Dear Sir:

The State Highway Commission at its meeting held on May 16 and 17, 1957 had under discussion your request for an extension of time from Oct. 31, 1956 to Sept. 30, 1957 within which to complete your contract No. 4136, for the Goshen-Anlauf Section of the Pacific Highway in Lane County.

We are pleased to inform you that the Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cm

cc: F. D. Morgan
P. M. Stephenson
Robert Ellison

NOTED ON CARD

FOR FILING

May 9, 1937

Request for Extension of Time
No. 3
May 16 and 17 meeting

Oregon State Highway Commission

Gentlemen:

Re: Goshen-Divide Illumination Project
Contract No. 4630

J. J. Walton, contractor on the Highway Illumination Project on the Goshen-Divide Section of the Pacific Highway, is requesting an extension of time from October 31, 1936, to September 30, 1937, in which to complete the contract.

All work on this contract was completed prior to the expiration of the completion date with exception of the lighting at the Divide Interchange. The contractor was ordered to postpone work at this interchange until the grading by another contractor was completed. It is expected that this grading will be completed during the summer of 1937.

As this delay is not the responsibility of the contractor, it is recommended that this extension be granted without penalty. This is a State project and does not require the concurrence of the Bureau of Public Roads.

This contract does not carry the liquidated damage provision.

Very truly yours,

W. C. Williams
State Highway Engineer

PHS/mm
Attached

JAN 25 1957

FOR FILING

FORM E-30X 37½ 3 54 73730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 24, 1957

SUBJECT: Time Extension

To: C. A. Gardner

A warrant is being held in our safe pending receipt of time extension as listed below.

Contractor	Contract No.	Estimate No	Amount
J. J. Walton	4636	7	$73.72

J. G. Herr

cc: Forrest Cooper ✓

RECEIVED
JAN 25 1957
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

OCT 24 1956
FOR FILING

October 24, 1956

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

It is the intention of the State Highway Commission to release to J. J. Walton a portion of the funds heretofore retained by the Commission on contract No. 4636, for illumination installation on the Goshen-Anlauf Section of Pacific Highway in Lane County.

This payment in the amount of $3,273.97 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,577.23. The present payment will be released on or after November 3, 1956.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
gf

MAR 21 1956

FOR FILING

4636

March 21, 1956

Mr. J. J. Walton
147 N. Commercial St.
Salem, Oregon

Dear Sir:

We enclose herewith for your files two fully executed copies of contracts awarded to you by the State Highway Commission on March 2, as follows:

Contract No. 4634, for illumination installation on the Shady Point-Myrtle Creek Section of the Pacific Highway in Douglas County.

✓ Contract No. 4636, for illumination installation on the Goshen-Anlauf Section of the Pacific Highway in Lane County.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

20-1020

[illegible]

March 5, 1956

Mr. J. J. Walton
147 N. Commercial Street
Salem, Oregon

Dear Sir:

The State Highway Commission on March 2, 1956 awarded to you State Highway Contract No. 4636 for installation of roadway illumination at 7 intersections on the Goshen-Anlauf Unit of the Pacific Highway in Lane County.

This award was based on your bid of $48,512 which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

[illegible]

cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

300-1714 Mill City (C.T. Fairview St.) 1936

(3

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 20, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4637	2-Final	[illegible] Northwest, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14653	B-155566	$ 500.00	7/20/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 30, 1956

Time Extensions: None

Completion Date: May 22, 1956

Date Accepted: June 4, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-[illegible]-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUL 24 1956

Ruth Rawlings

[illegible] ON CARD

JUL 12 1956

FOR FILING

322-1714

July 11, 1956

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4637 for work performed on the Mill City (S.E. Fairview Street) City Street Section in Linn County was completed by the contractor, Warren Northwest, Inc., on May 22 and was formally accepted by the Highway Commission on June 4, 1956.

Final payment in the amount of $500.00 will be released to the contractor on or after July 21, 1956. The total contract amount is $7,243.63, of which amount $144.96 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Robt. E. Wallace, Manager
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

322-1714

June 27, 1956

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Warren Northwest, Inc. on contract No. 4637, for paving on Mill City (S.E. Fairview Street) City Street Section in Linn County. This payment, in the amount of $6743.63, will be released to the contractor on or after July 7, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Robt. E. Wallace, Manager
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

Field Engineer's Weekly

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 26, 1956, 19

Section	Mill City (S.E.Fairview St.)	Kind of work	Paving
Highway	City Street	Section prefix	322-1714
Contractor	Warren Northwest Inc	Contract number	4637
Date of contract	March 2, 1956, 19	Date of completion	Sept. 30, 1956, 19
Date work started	May 10, 1956, 19	Estimated date of completion	June 15, 1956, 19
Project authorization	$ 9,286.88	Per cent of time elapsed	40 %
Exclusive of Engineering	$ 8,686.48		85/212/127

Estimated cost of completed project, exclusive of engineering $ 8,626.48

Estimated per cent overrun or underrun ~~100~~ 0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 660.40

Engineering cost to date $ 500, 76 %

Date project was completed May 22, 1956, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor placed shoulder material Tuesday completing project. Wed. May 23, I checked project fpr cokpletion and took Mr. Jenkins, Street Commisioner for Mill City over the job. He expressed himself as well satisfied with the completed project.

NOTED
L. H. Young

R. D

Signed S T Waller

NOTED
V. D. WOLFE

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 96385

RECEIVED
MAR 21 1956
FOR FILING

322-1.114
4637

March 21, 1956

Northwest, Inc.

			MATERIALS	BITUMINOUS MACADAM	PAVING
Miles in project		.36			.36
Miles partially completed		~~.36~~			~~.36~~
Miles completed		.36			.36
Total estimated quantities (contract)		200			850
Total quantities corrected to date		191			755
Estimated quantities moved or placed to date		191			755
Average daily quantities		191			378
Average daily quantities necessary to complete project on time		complete			
Number shifts per day		1			
Hours per shift		8			
Average force on project for week					

Men 1

Supervision 1

Men and blade

Men and trucks over 3 tons 8

Men and ~~teams~~ roller

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair all week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAR 21 1956
FOR FILING

322 147
4637

March 21, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

We enclose herewith three fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4625, for paving on the Glendale (Pacific Avenue) City Streets Section in Douglas County, awarded March 1, 1956.

Contract No. 4637, for paving on the Mill City (S.E. Fairview St.) City Street Section in Linn County, awarded March 2, 1956.

Contract No. 4641, for paving on the Amity (4th & Stanley Streets) City Streets Section in Yamhill County, awarded March 2, 1956.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

MAR [illegible] 1956
FOR FILING

322-[illegible]
4637

4637

March 5, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission on March 2, 1956 awarded to you State Highway Contract No. 4637 for paving on S. E. Fairview Street in Mill City in Linn County.

This award was based on your bid of $8,055.00, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

FEB 23 1956

FOR FILING

Const

[illegible]

Munic

Salem, Oregon
February 27, 1956

Mill City

Mr. John W. Cattrall
City & County Relations Dept.
Office

MISC. CONTRACTS and
AGREEMENTS No. 1704

Attached hereto is a conformed copy of an agreement with the City of Mill City covering the Special City Allotment project on S. E. Fairview Street in Mill City.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Mill City, Oregon.

H. B. Glaisyer
Secretary

rn
Attach: 1

FOR FILING

Road

Proj

Muni

Mill Ct.

February 27, 1956

Mr. G. C. Rambo, City Recorder
City Hall
Mill City, Oregon

Dear Sir:

We are enclosing herewith for your city records and files a fully executed copy of an agreement between the State Highway Commission and the City of Mill City covering the Special City Allotment project on S. E. Fairview Street in Mill City.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

FORM E30—50M—2-55—62986

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 15, 1956

SUBJECT: $250,000 Fund Project
Mill City

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of an agreement covering the Special City Allotment project on S. E. Fairview Street in Mill City.

Two copies of the agreement have been executed by the city and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on December 19, 1955.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-19-55 Minute Page 32
Secretary

RECEIVED
FEB 16 1956
OFFICE OF
STATE HIGHWAY ENGINEER

2-13-56

An Ordinance providing for a form of agreement by and between the City of Mill City,Oregon and the State of Oregon acting by and through its State Highway Commission,for the improvement of S.E Fairview Street from South First Avenue to S.E Fifth Avenue,a distance of 0.36 mile,and declaring an emergency.

Whereas, the City of Mill City,Oregon has heretofore made application to the State Highway Commission for assistance in repairing or reconstructing streets under the provisions of ORS 366.800 and 366.85 and

Whereas ,the State Highway Commission has accepted such application for the improvement of S.E Fairview street from South First avenue to S.E Fifth Avenue and

Whereas, in the form of agreement prepared by the State Highway Commission, a copy of which,marked "exhibit A",is attached hereto and by this reference made a part hereof,the State Highway Commission has agreed to pay the cost of the project up to Fifteen Thousand and no/100 ($15,000) Dollars, and the City of Mill City to pay all cost in excess of said $ 15,000;

The City of Mill City does ordain as follows:

Section 1: That that certain form of agreement herein above referred to be entered into by the City of Mill City,Oregon and the State of Oregon, acting by and through the State Highway Commission,providing for the improvement of S.E Fairview Street from South First Avenue to S.E Fifth Avenue,and is hereby approved and accepted as submitted.

Section 2: That the Mayor and the Recorder are hereby authorized and directed to execute said agreement in triplicate and to deliver said agreement to the State Highway Commission for execution by the said Commission.

Section 3: Whereas,it is necessary that the said improvements be made in the spring and summer of 1956,and whereas the State Highway commission cannot award a contract for said improvements until the said agreement has been executed by the Mayor and the Recorder,thereby involving the peace,health,and credit of the people of the City of Mill City,Oregon and an emergency is declared to exist and this ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor,as authorized by the City Charter.

Ayes Four

Nayes None

Submitted to and approved by the Mayor on the 13th day of February 1956.

Attest:

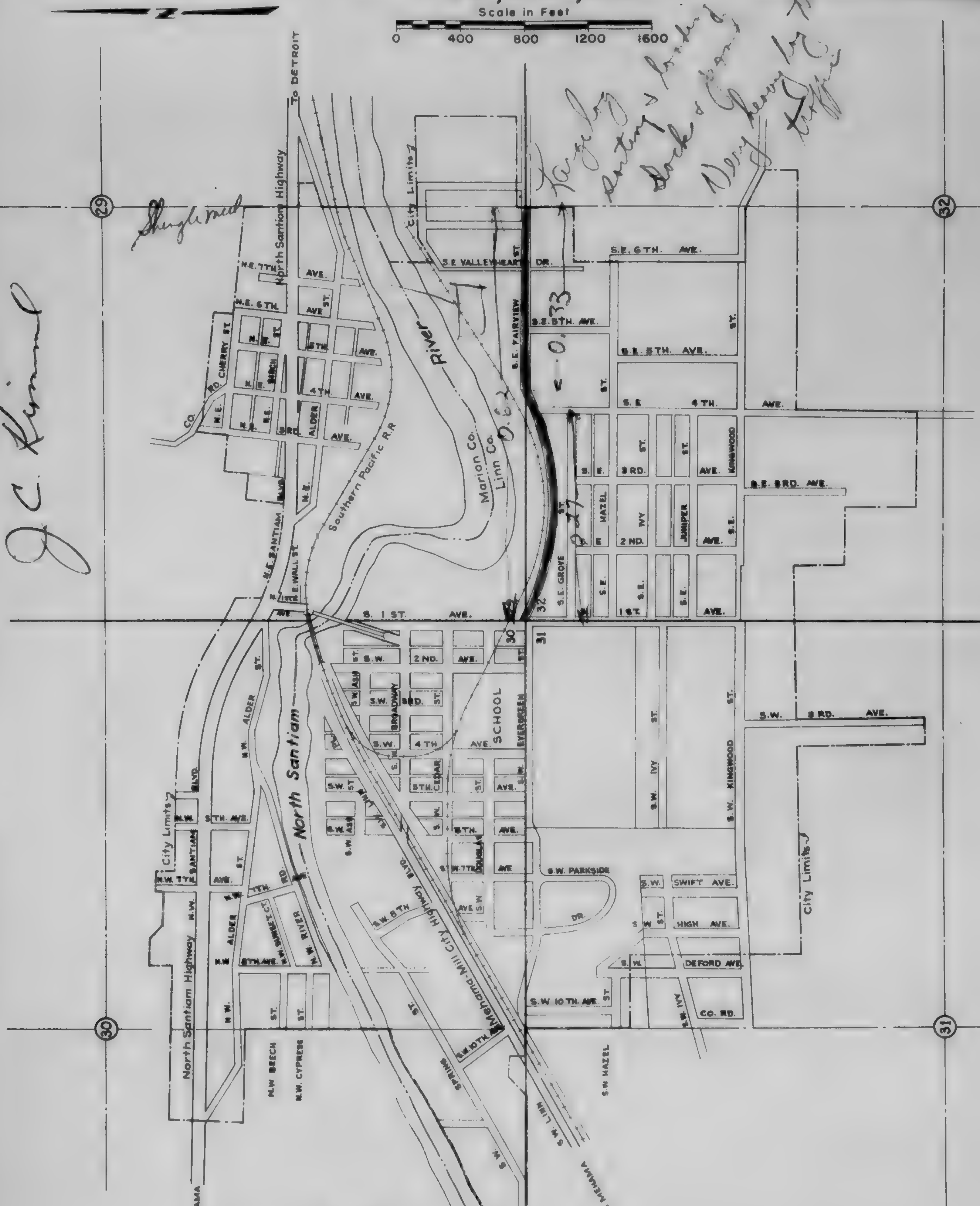
G C Rambo
Recorder

Mayor

9-7-55 not in City

Marion & Linn Counties

T. 9 S., R. 3 E., W.M.


N
Scale in Feet
0 400 800 1200 1600
To DETROIT
To MEHAMA
To MEHAMA
29
32
30
31
32
30
31
Shingle mill
Large log sorting & loading docks & pond. Very heavy log truck traffic
0.33
0.62
0.27
J.C. Kimmel
Mayor J.C. Kimmel
North Santiam Highway
North Santiam River
North Santiam
Southern Pacific R.R.
Marion Co.
Linn Co.
City Limits
S.E. VALLEY HEART DR.
S.E. 6TH. AVE.
S.E. 5TH. AVE.
S.E. 4TH. AVE.
S.E. 3RD. AVE.
S.E. FAIRVIEW ST.
S.E. GROVE ST.
HAZEL
IVY ST.
JUNIPER ST.
KINGWOOD
2ND.
1ST. AVE.
S. 1 ST. AVE.
N.E. 7TH. AVE.
N.E. 6TH. AVE.
5TH. AVE.
4TH. AVE.
3RD. AVE.
CHERRY ST.
BIRCH
ALDER
N.E. SANTIAM BLVD.
N.E. WALL ST.
CO. RD.
S.W. 2ND. AVE.
S.W. 3RD. ST.
S.W. 4TH. AVE.
5TH. AVE.
6TH. AVE.
S.W. 7TH. AVE.
S.W. 8TH.
S.W. 10TH. AVE.
S.W. ASH
BROADWAY
CEDAR
DOUGLAS
EVERGREEN ST.
SCHOOL
S.W. IVY ST.
S.W. KINGWOOD ST.
S.W. 3RD. AVE.
S.W. PARKSIDE DR.
SWIFT AVE.
HIGH AVE.
DEFORD AVE.
S.W. 10TH. AVE.
S.W. IVY
CO. RD.
S.W. HAZEL
S.W. LINN
SPRING
Mehama-Mill City Highway
N.W. SANTIAM BLVD.
N.W. ALDER ST.
N.W. 5TH. AVE.
N.W. 7TH. AVE.
N.W. SUNSET CT.
N.W. RIVER
8TH. AVE.
N.W. BEECH
N.W. CYPRESS
North Santiam Highway

6-8-55

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Mill City is an incorporated city of the State of Oregon, and has a population of 1750, as given by the latest official census, and

WHEREAS, the following streets of said city, S. E. Fairview St.

Form cc-50 (1953 Rev.)
Special City Allotment

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

S. E. Fairview Street

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Mill City does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate D.B.Hill,Jr.-St.Comm. as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 8th day of June, 1955.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Mill City, Oregon at a regular or special meeting of said Council, held on the 8th day of June, 1955, and the above copy is a true and correct copy of the original and of the whole thereof.

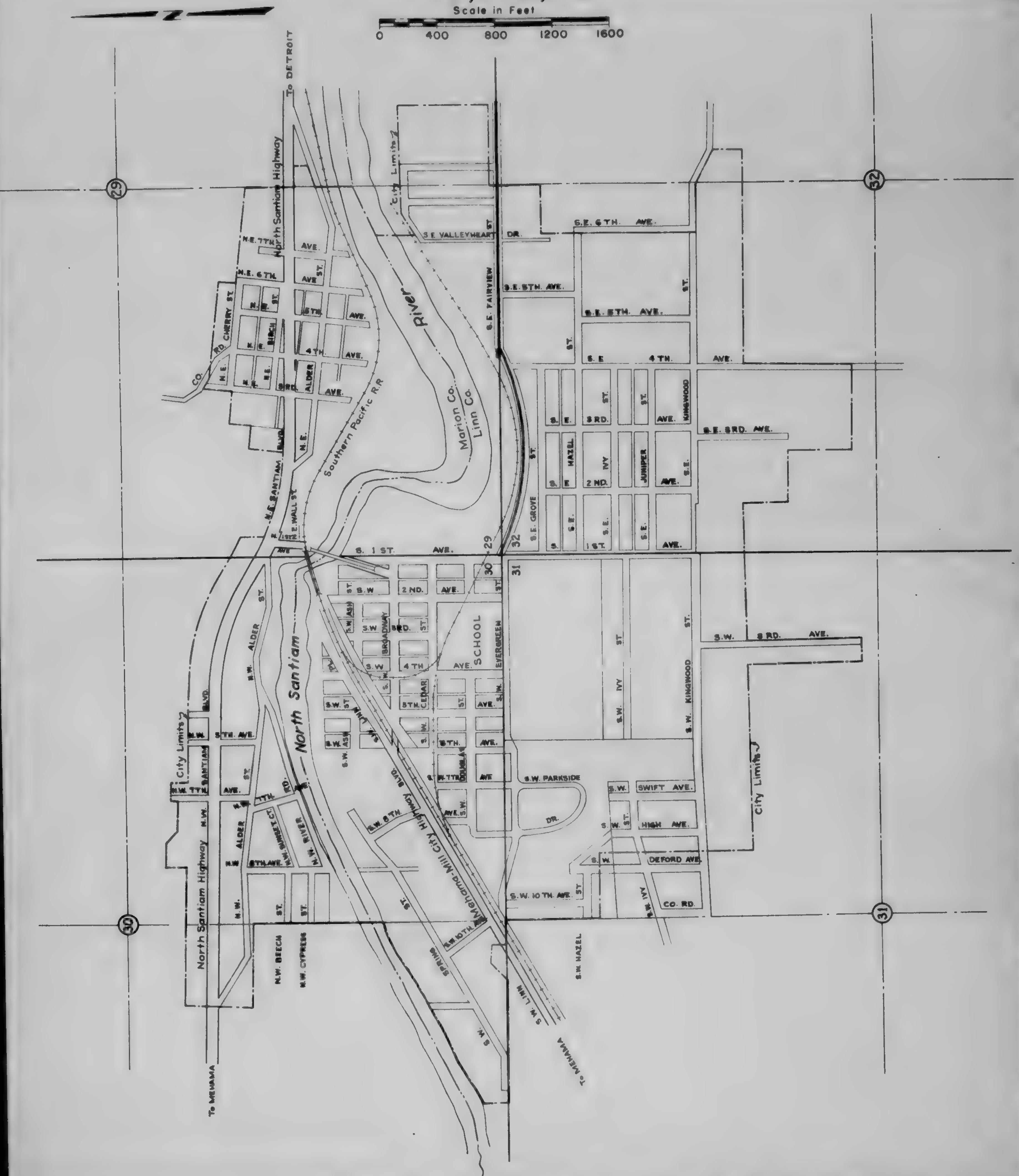
Dated this 8th day of June, 1955.

N. J. Thacker
City Recorder

J.K. Kimmel
Mayor

Marion & Linn Counties

T. 9 S., R. 3 E., W.M.


N
Scale in Feet
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1200
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To DETROIT
North Santiam Highway
City Limits
29
32
30
31
N.E. 7TH AVE.
N.E. 6TH AVE.
CHERRY ST.
CO. RD.
N.E. BIRCH
5TH AVE.
4TH AVE.
3RD AVE.
ALDER
N.E. SANTIAM BLVD.
N.E. WALL ST.
1972
AVE.
Southern Pacific R.R.
River
North Santiam
Marion Co.
Linn Co.
S.E. VALLEYHEART DR.
S.E. 6TH AVE.
S.E. 5TH AVE.
S.E. FAIRVIEW ST.
S.E. 4TH AVE.
S.E. 3RD AVE.
S.E. HAZEL
IVY ST.
JUNIPER
KINGWOOD
S.E. 2ND AVE.
S.E. GROVE ST.
S.E. 1ST AVE.
S. 1 ST. AVE.
S.E. 3RD AVE.
S.W. 2ND AVE.
S.W. 3RD ST.
BROADWAY
S.W. 4TH AVE.
SCHOOL
EVERGREEN
S.W. ASH
CEDAR
5TH AVE.
6TH AVE.
S.W. 7TH
DOUGLAS
AVE.
S.W. 8TH
S.W. LINN
Mill City Highway BLVD.
S.W. 10TH
S.W. 3RD AVE.
S.W. IVY ST.
S.W. KINGWOOD ST.
S.W. PARKSIDE DR.
S.W. SWIFT AVE.
S.W. ST.
HIGH AVE.
DEFORD AVE.
S.W. 10TH AVE. ST.
S.W. IVY
CO. RD.
S.W. HAZEL
N.W. ALDER ST.
N.W. 5TH AVE.
N.W. SANTIAM BLVD.
N.W. 7TH AVE.
N.W. 7TH RD.
N.W. SUNSET CT.
N.W. RIVER
N.W. ALDER
N.W. 8TH AVE.
N.W. BEECH ST.
N.W. CYPRESS ST.
SPRUCE ST.
S.W.
North Santiam Highway
To MEHAMA
To MEHAMA

[illegible]17 [illegible] production [illegible]
[illegible]

RECEIV[redacted]
JAN 13 1957
FOR FILING

W. C. Williams

[redacted] nuary 15, 1957

FINAL COST ANALYSIS

W. C. WILLIAM

Folly Farm Rock Production
Contract #4638
23-8317

Crane-Scotts Butte
Prefix 23-8317

N. A. Toole, Contractor
Alvin J. Wallace, Resident Engineer

4638 Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4-½ Cr. Mat. in Stockpile	2,461.1	C.Y.	3.70	2.493	6,140.00	9,106.07
½-¼ Cr. Mat. in Stockpile	2,423.82	C.Y.	3.70	2.493	6,047.05	8,968.13
¼-10 Cr. Mat. in Stockpile	1,221.23	C.Y.	3.70	2.493	3,049.00	4,518.55
PA #1 Screen Rejects in S.P.	1,485.47	C.Y.	0.25			371.37
Screen Rejects in S.P.	62.43	C.Y.	0.25			15.61
Haul Adj., Favor of Cont.	355.56	Yd.Mi.	0.12			42.67
					$15,236.05	$23,022.40

Gross Revenue	23,022.40
Total Cost	15,236.05
Net Profit	$ 7,786.35

Net Profit equals 33.9% Gross Revenue.

RECEIVED
1957
OFFICE OF
[illegible] HIGHWAY ENGINEER

DETAIL OF COST on Contract #4658

Labor:		
Labor & Supervision	$ 4,281.04	
Labor Insurance	661.36	$4,942.40
Equipment Rentals & Misc. Supplies:		
Equipment Rentals (owned)	4,357.50	
Hired Trucks	2,841.55	
Gas, Oil & Grease	1,175.00	
Small Tools & Misc. supplies	329.40	
Freight & Cartage	108.00	
P.L. & P.D. Insurance	53.52	
Bond	133.13	
Home Office & General Overhead	557.80	9,560.90
		$14,503.30
Paid for Stockpiling at .12 per yd.		732.75
TOTAL COST		$15,236.05

Break down of Crushing Cost

	Quantity	Unit	Total Cost	Unit Cost
Move in & Set up	6,106	C.Y.	1,994.30	0.326
Feed Crusher	6,106	C.Y.	2,373.36	0.388
Crushing	6,106	C.Y.	6,602.32	1.081
Haul to Stockpile	6,106	C.Y.	3,533.32	0.578
Cost of Stockpiling at .12 per yd.	6,106	C.Y.	732.75	0.12
	6,106	C.Y.	15,236.05	2.493

The Crushing Plant operated 114 hours for an average production of 53.5 C.Y. per working hour.

Remarks:

This was a "State Project" calling for the furnishing of approximately 6,000 cu. yds. of crushed rock in stockpiles on the Folly Farm section of the Crane-Scotts Butte Highway. The project was bid March 2, 1956. Crushing started August 22, 1956 and the project was completed Sept. 6, 1956.

On August 14, 1956 the contractor started moving in a Three crusher unit into State quarry located on the southerly side of and adjacent to the highway at Mile point 74.2 on the Crane-Scotts Butte Highway. The plant was fed with TD-24 Cat & Dozer and all crushed materials were hauled to stockpiles in hired trucks. Stockpiling was sublet at .12 per yd. This is a nice Dice Rock Quarry can be dug with 3/4 cu. yd. shovel or large Cat & dozer.

Having good production and bid prices. The Contractor realized a large profit from this project.

M. N. Juve
Chief Cost Analyst

By

K. T. Wechter

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 19, 1956

23-8317

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4638	2-Final	N. A. Toole Const., Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24745	H-165897	$ 3,042.40	11/16/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: July 31, 1956

Time Extensions: to Sept. 6, 1956

Completion Date: Sept. 6, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-19-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: NOV 20 1956

Ruth Rawlings

NOTED ON CARD
gl

FOR FILING

4638

November 7, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4638 for work performed on the Folly Farm Section of the Crane-Scotts Butte Highway in Malheur County was completed by the contractor, N.A. Toole Construction Company, on September 6 and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $3,042.40 will be released to the contractor on or after November 17, 1956. The total contract amount is $23,022.40 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

OCT 10 1956
FOR FILING

October 9, 1956

W. A. Toole Construction Co.
1211 S. W. 3rd Ave.
Ontario, Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 27 had under discussion your request for an extension of time July 31, 1956 to September 30, 1956 within which to complete your contract No. 4636, for rock production on Folly Farm Section of the Crane-Scotte Butte Highway in Malheur County.

We are pleased to inform you that the State Highway Commission granted you an extension of time to and including September 6, 1956, the actual completion date of the contract. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. F. Parson,
Division Engineer

Alvin Wallace,
Resident Engineer

Tom Edwards,
Construction Engineer

SEP 20 1956

FORM E-30X—50M—11-55—90225

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18th, 1956

SUBJECT: Follyfarm Rock Production Project
Crane-Scotts Butte Secondary
Contract No. 4638

To: Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

Reference is made to Laboratory Report Nos. 401109 and 401112, dated September 11th, 1956, showing 7.0 and 4.8 percent excess of material passing the #10 sieve in the ¼"-#10 crushed rock being produced at M.P. 74.2, Crane-Scotts Butte Secondary.

While this material is accepted with these discrepancies, it is suggested that the attention of the resident engineer be called to this excess of fines for the oil rock so that he may correct the gradation.

Will you please also have the resident engineer resubmit samples of improved aggregate at his earliest convenience so marked that it is clear they represent corrected ¼"-#10 crushed rock.

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY/WCH:AR

cc to: Forrest Cooper
Ray Webber

NOTED
FORREST COOPER

RECEIVED
SEP 19 1956
OFFICE OF
STATE HIGHWAY ENGINEER

SEP 19 1956

FOR FILING

317
4638

September 18, 1956

Oregon State Highway Commission

Request for extension of time
No. 25
September 27-28 meeting

Gentlemen:

Herewith a request from H. A. Toole Construction Company for an extension of time on the Folly Farm Rock Production, Contract No. 4638, from July 31, 1956 to September 30, 1956.

Heavy rains in the early part of the spring prevented the contractor from starting as soon as anticipated. He provided all the necessary rock for the 1956 maintenance operations in ample time, and actually completed the project as of September 4, 1956. I recommend that the extension be granted, to and including that date, without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Attach.

cc Mr. Tom Edwards

EAP:of fn

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 15, 19 56

Section Follyfarm

Kind of work Rock Production

Highway Crane-Scotts Butte

Section prefix 23-8317

Contractor N.A.Toole Const. Co.

Contract number 4638

Date of contract March 2, 19 56

Date of completion July 31, 1956, 19

Date work started August 15, 19 56

Estimated date of completion September 6, 19 56

Project authorization . . . . $ 24,975.00

Exclusive of Engineering . . . . $ 23,199.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 23,199000

Estimated per cent overrun or underrun . . . . 0 %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization . . . . . . $ 1,776.00

Engineering cost to date $ 292.78, 16 %

Date project was completed September XX 6, 19 56

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished crushing September 6, 1956 and comlpeted cleanup of site September 10, 1956.

Do not expect to have an Engineering crew available till September 19 or 20 to remeasure stockpiles, due to Oiling on other projects.

FINAL REPORT THIS PROJECT

Noted
M. N. Juve

NOTED
TOM EDWARDS

NOTED
L. H. Young

RECEIVED
SEP 1[illegible] 1956
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
D. J. BARBEE

Signed Alvin L. Wallace

Address Burns, Oregon

NOTED
FORREST COOPER

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 69712

APR - 1956

FOR FILING

April 4, 1956

N. A. Toole Construction Co.
1211 S. W. 3rd Ave.
Ontario, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4638, which was awarded to you by the State Highway Commission on March 2, for rock production on the Folly Farm Section of the Crane-Scotts Butte Highway in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl
encl.

FOR FILING

March 5, 1956

N. A. Toole Construction Co.
1211 S. W. 3rd Ave.
Ontario, Oregon

Gentlemen:

The State Highway Commission on March 2, 1956 awarded to you State Highway Contract No. 4638 for the Folly Farm Rock Production Project on the Crane-Scotts Butte Highway in Malheur County.

This award was based on your bid of $22,200.00, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

IN-FI 67(5) Olds Ferry Interch. O'Xing 1956

#4639

IN-FI 67(5) Olds Ferry Interch. O'Xing 1956

#4639

RECEIV
JAN 31 1957
FOR FILING

IN-FI-67(5)

4631

January 18, 1957

Request for extension of time
No. 21
January 22 and 23, 1957,
meeting

Oregon State Highway Commission

Gentlemen:

Re: Olds Ferry Interchange
F.A.P. No. IN-FI-67(5) - Oregon
Contract No. 4631

J. [illegible] Wise & Son, Inc., contractors on the Olds Ferry Interchange structure on the Old Oregon Trail Highway in Malheur County, has requested an extension of time from September 30, 1956, to November 24, 1956. Our records show the date of completion of the project as November 23, 1956.

The grading contractor did not complete the grading work in the vicinity of the structure as soon as expected and caused the bridge contractor delay in starting his operations. Also, the contractor was delayed by an increased quantity of structural excavation beyond that anticipated.

As most of the delay was beyond the control of the contractor, it is recommended that this extension be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

W. C. Williams
State Highway Engineer

PWS/skt

Attached

RECEIVED
JAN 31 1957
FOR FILING

IN-FI-67(5)

4-19

Salem, Oregon
Jan. 31, 1957

Extension of Time

Mr. [illegible]. H. Probert
Mr. [illegible]. [illegible]. Stephenson
Mr. [illegible]. [illegible]. Maison
Mr. Tom Edwards

At its meeting on January 22 the Highway Commission also approved an extension of time to cover contract No. 4639, with J. H. Wise & Son, Inc., for constructing the Olds Ferry Interchange Overcrossing on the Old Oregon Trail Highway in Malheur County. The contract was extended from September 30, 1956 to November 24, 1956 without penalty.

Secretary

gl

cc: U. S. Employment Service

Attention: Mr. H. [illegible]. Kettermann

State Unemployment Compensation Comm.

Attention: E. M. Cameron,
Supervisor of Contributions

RECEIV
JAN 31 1957
FOR FILING

January 1[illegible], 1957

Request for extension of time
No. 21
January 22 and 23, 1957,
Meeting

Oregon State Highway Commission

Gentlemen:

Re: Olds Ferry Interchange
F.A.S. No. [illegible] - Oregon
Contract No. [illegible]

J. [illegible] Wise & Son, Inc., contractors on the Olds Ferry Interchange structure on the Old Oregon Trail Highway in Malheur County, has requested an extension of time from September 30, 1956, to November 24, 1956. Our records show the date of completion of the project as November 23, 1956.

The grading contractor did not complete the grading work in the vicinity of the structure as soon as expected and caused the bridge contractor delay in starting his operations. Also, the contractor was delayed by an increased quantity of structural excavation beyond that anticipated.

As most of the delay was beyond the control of the contractor, it is recommended that this extension be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

W. C. Williams
State Highway Engineer

PHS/skt

Attached

RECEIVED
JAN 31 1957
FOR FILING

Salem, Oregon
Jan. 31, 1957

Contract Accepted

Mr. . S. Probert
Mr. . . Stephenson
Mr. . H. Wilson
Mr. Tom Edwards
Mr. . S. Swanson

At its meeting on January 22 the Highway Commission also accepted contract No. 4639, with J. R. Wise & Son, Inc., for constructing the Olds Ferry-Ontario Interchange Overcrossing on the Old Oregon Trail in Malheur County.

Secretary

gl

cc: State Industrial Accident Commission

Attention: Mr. H. L. Morris

JAN 31 1957
FOR FILING
[illegible]
4639

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

January 31, 1957

J. H. Wise & Son, Inc.
900 East Park Blvd.
Boise, Idaho

Gentlemen:

The State Highway Commission at its meeting held on January 22 had under discussion your request for an extension of time from September 30, 1956 to November 24, 1956 within which to complete your contract No. 4639, covering the Olds Ferry-Ontario Interchange Overcrossing on the Old Oregon Trail Highway in Malheur County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. F. Parson,
Division Engineer

Enrique Rodriguez,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

JAN 25 1957
FOR FILING

[illegible]

January 24, 1957

J. H. Wise & Son, Inc.
P. O. Box 267
Boise, Idaho

Attention: Mr. Jack L. Bailey
Office Manager

Gentlemen:

This is in reply to your letter of January 22 concerning final payment on Contract No. 4639. We checked the projects accepted at the Highway Commission meeting on January 22 and find that this contract was not among them because an extension of time had not been completed prior to the Commission meeting dates of January 22 and 23. We do not have details concerning the required extension of time but one must be completed and approved before final payment can be made.

The next regularly scheduled Commission meeting at which time extensions will be considered is February 28 and March 1.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

J. H. WISE & SO

BUILDING CONTRACTORS

BOX 267
900 E. PARK BLVD.

BOISE • IDAHO

January 22, 1957

Oregon State Highway Department
Salem, Oregon

Gentlemen:

We have not received final payment of Contract No. 4639. Please advise when we may expect payment of same.

Very truly yours,

J. H. WISE & SON, INC.

Jack L. Bailey

Jack L. Bailey
Office Manager

JLB:wr

no ext. of time

REFERRED TO [illegible]
BY SECRETARY

RECEIVED
JAN 23 1957
OREGON
STATE HIGHWAY COMMISSION

FOR FILING

Salem, Oregon
Jan. 31, 1957

Contract Accepted

Mr. [illegible] H. Probert
Mr. [illegible] Stephenson
Mr. [illegible] Watson
Mr. Tom Edwards
Mr. [illegible] Johnson

At its meeting on January 22 the Highway Commission also accepted contract No. 4639, with J. H. Wise & Son, Inc., for constructing the Olds Ferry-Ontario Interchange Overcrossing on the Old Oregon Trail in Malheur County.

gl

Secretary

cc: State Industrial Accident Commission

Attention: Mr. H. [illegible] Harris

IN-FI-67(5)

December [illegible], 1956

(CONTRACT NO.) 4639	(EST. NO.)	(CONTRACTOR)
4639	7-Final	J. H. Wise and Son, Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
28112	H-169234	$ 7,692.54	12/27/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 30, 1956

Time Extensions: to Nove. 24, 1956

Completion Date: Nov. 23, 1956

Date Accepted: Jan. 22, 1957

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-31-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JAN 31 1957

Ruth Rawlings

NOTED ON CARD

RECEIVED
DEC 17 1956
FOR FILING
[illegible]

[illegible]

December 14, 1956

CERTIFIED MAIL

U. S. Fidelity & Guaranty Co.
Lotus M. Conser, Manager
201 Portland Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4639 covering Olds Ferry-Ontario Interchange Overcrossing on the Old Oregon Trail Highway in Malheur County was completed by the contractor, J. H. Wise & Son, Inc., on November 23, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $7,692.54 will be released to the contractor after acceptance by the Commission. The total contract amount is $87,957.21 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

APR 2 - 1956

FOR FILING

April 2, 1956

J. H. Wise & Son, Inc.
900 East Park Blvd.
Boise, Idaho

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4639, which was awarded to you by the State Highway Commission on March 2, covering the Olds Ferry Interchange Overcrossing on the Old Oregon Trail in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

MAR 5 - 1956

FOR FILING

DIVISION EIGHT

IN-FI-67(5)

4631

March 5, 1956

J. H. Wise & Son, Inc.
900 E. Park Blvd.
Boise, Idaho

Gentlemen:

The State Highway Commission on March 2, 1956 awarded to you State Highway Contract No. 4639 for the Olds Ferry Interchange Overcrossing on the relocated section of the Old Oregon Trail Highway in Malheur County.

This award was based on your bid of $88,744.40, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

FOR FILING
OREGON DISTRICT
[illegible]

[illegible] STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

March 2, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 4639 for the Olds Ferry Interchange grade separation structure on Oregon Project IN-FI-67(5), Olds Ferry-Ontario Section of the Old Oregon Trail Highway, to J. H. Wise and Son, Inc. of Boise, Idaho, low bidder in the amount of $88,744.40 at the March 2, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
[illegible] 1956
STATE [illegible]

RECEIVED
DEC 17 1956
FOR FILING
[illegible]
4639

December 14, 1956

CERTIFIED MAIL

U. S. Fidelity & Guaranty Co.
Lotus M. Conser, Manager
201 Portland Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4639 covering Olds Ferry-Ontario Interchange Overcrossing on the Old Oregon Trail Highway in Malheur County was completed by the contractor, J. H. Wise & Son, Inc., on November 23, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $7,692.54 will be released to the contractor after acceptance by the Commission. The total contract amount is $87,982.21 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
January 19th, 1956

SUBJECT: Huntington-Olds Ferry Interchange

To: Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

The purpose of this letter is to bring you up to date on a reconnaissance investigation of US #30 from a point a mile or two southerly from Huntington to the intersection with the new Olds Ferry-Ontario Section. This matter was the subject of a letter to you from me dated December 13th.

We have completed a reconnaissance survey in this office and after examination of the comparison of the costs and other data, the Deputy Highway Engineer has indicated that the route is not to be adopted. In other words, we will stay on the original line which follows somewhat the present route of the highway.

As the revised rerouting is not to be adopted, we do not wish to go to the expense of making additional copies of the reconnaissance map; therefore, we are sending you three copies of the report and profile and a single copy of the map for your information.

Forrest Cooper
Construction Engineer

FC:AR
Enc.

cc to: W. C. Williams

RECEIVED
JAN 23 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 14 1955
FOR FILING

FORM K-30X—78484

Old Oregon Trai

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 13th, 1955

SUBJECT: Huntington-Olds Ferry Interchange
Old Oregon Trail

To: Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

W. C. WILLIAMS

This letter is to confirm Mr. Williams' instructions that a study be made of the possibility of shifting the location of the Old Oregon Trail from a point some two or three miles southerly from Huntington to a point possibly a mile southwesterly from the Olds Ferry Interchange in a westerly direction.

The first thing to do would be to make a cursory inspection by a competent location man to determine if there is a feasible route through the area and make a report to this office by letter. If the route appears at all feasible, then a more detailed reconnaissance would be in order.

Please make a preliminary study and inspection in the immediate future and advise this office of the findings.

Forrest Cooper
Construction Engineer

FC:AR

cc to: W. C. Williams
W. T. Wright

RECEIVED
DEC 13 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 27 1958

FOR FILING
26-1068

4640

June 26, 1958

C. A. Tomassene & Sons
1002 Cascade Building
Portland 4, Oregon

Attention: H. B. Keller

Gentlemen:

Just received is your letter of June 25, 1958 inquiring whether or not force account work performed by a contractor in connection with State Highway Contracts is considered a part of the contract and comes under the bond furnished by the contractor in connection with the work.

The State Highway Department has always considered that any work performed by a contractor in connection with a state highway contract, including force account work and price agreements, is covered by the performance bond and that the bond guarantees satisfactory performance of all work involved and the payment of all claims that may arise out of the job. It appears, therefore, that an extra premium is due for the force account work that was performed by Inland Construction Company in connection with its contract for the construction of the Rooster Rock Park Interchange Project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

GENERAL
INSURANCE COMPANY
OF AMERICA
SEATTLE 5

C. A. TOMASSENE & SONS
1002 CASCADE BUILDING
TEL: CA 7-1149
PORTLAND 4, OREGON

June 25, 1958

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Just recently one of our contractors (Inland Construction Company) finished a contract for the Oregon State Highway Commission, Construction of Rooster Rock Park Interchange Section of the Columbia River Highway, Multnomah County, on which there was a considerable amount of overrun in the contract price. Our contractor states that this was force account work and was not to be included under the bond on this project.

For our information would you please define Force Account work in relation to an overrun on any completed contract - whether or not it is to be considered a part of the contract under the bond.

An early reply will be appreciated.

Yours very truly,

C.A.TOMASSENE & SONS

H B Keeler

ENC
K

RECEIVED
JUN 26 1958
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

FOR FILING

February 26, 1958

[illegible]	13 Final	Inland Construction Company	
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3848	H205432	$ 12,794.72	2-25-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **Sept. 30, 1956**

Time Extensions: **Oct. 3, 1957**

Completion Date: **Oct. 3, 1957**

Date Accepted: **Feb. 27, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Mar. 3, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 3. 1958

NOTED ON CARD

FEB 19 1958

FOR FILING

Feb. 18, 1958

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attn.: G. H. Burnett

Gentlemen:

State Highway Contract No. 4640 for work performed on the Rooster Rock Park Interchange Section of the Columbia River Highway in Multnomah County was completed by the contractor, Inland Construction Company, on October 3, 1957, but has not as yet been accepted by the Commission.

Final payment in the amount of $12,794.72 will be released to the contractor after acceptance by the Commission. The total contract amount is $255,587.98, of which amount $1,180.17 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

NOTED ON CARD

JAN

FOR FILING

Dec. 31, 1957

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: G. H. Burnett

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Inland Construction Company in connection with Contract No. 4640, for grading and paving on the Rooster Rock Park Interchange Section of the Columbia River Highway in Multnomah County. This payment, in the amount of $14,892.70, will be released to the contractor on or after Jan. 10, 1958. The retained percentage is $7,509.07.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

em

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 14, 1957

Section Rooster Rock Park Interchange

Kind of work Grading and Paving

Highway Columbia River County Multnomah

Section prefix 26-1068

Contractor Inland Construction Co.

Contract number 4640

Date of contract March 2, 1956

Specified work days Does not apply

Date work started March 14, 1956

Work days used " " "

Project authorization . . . . . $ 283,348.38

Exclusive of engineering . . . . $ 264,336.94

Per cent of time elapsed 100 %
(Sept. 30, 1956)

Estimated cost of completed project, exclusive of engineering . . . . $ 258,015.64

Estimated per cent overrun or underrun . . . . Underrun . . . 5.8% %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization . . . . $ 23,700

Engineering cost to date $ 23,365.02, 98.6 %

Date project was completed October 3, 1957

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final Estimate submitted to Division Office.
This will be the final Weekly Report.

RECEIVED

NOTED

Noted
M. N. Juve

Signed James Don

Address Box 4699, Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.54	1.54			1.54
Miles partially completed					
Miles completed	1.54	1.54			1.54
Total estimated quantities (contract)	335.000 c.y.	20,000 c.y.			7,300 tons
Total quantities corrected to date	341,903.7 cy	19,832 c.y.			7925.05 T
Estimated quantities moved or placed to date	"	"			"
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM E-123

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
DEC 10 1957
FOR FILING

21 11 0

4

Dec. 6, 1957

Inland Construction Co.
6202 S. E. Harmony Road
Milwaukie, Oregon

Gentlemen:

The State Highway Commission at its meeting held on Dec. 5, 1957, had under discussion your request for an extension of time from Sept. 30, 1956, to Oct. 3, 1957, within which to complete your contract No. 4640, for grading and paving on the Rooster Rock Park Interchange Section of the Columbia River Highway in Multnomah County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Tom Edwards
A. G. Skelton
James Den

NOTED ON CARD
em

RECEIVED
MAY 21 1957

FOR FILING
FORM E-30X 37½ 8-54 73790

26-1068

4640

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

May 20, 1957

SUBJECT:

To:

E. A. Pease

We are holding in our safe a warrant which is in need of a time extension. Please check into this as soon as possible.

Inland Construction Co. Cont. 4640 Est. 10 $12,516.01.

Ledgers Supervisor

cc: Forrest Cooper

RECEIVED
MAY 20 1957
OFFICE OF
STATE HIGHWAY ENGINEER

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JAN 2[illegible] 1957
FOR FILING

26-1068

4640

Salem, Oregon
January 28, 1957

Contract No.4640
Rooster Rock Park Interchange Sec.

Mr. James Don
Resident Highway Engineer
Box 4699
Portland, Oregon

This is to advise you that at its meeting held on January 22 and 23, 1957, the Highway Commission approved an increase of $16,000.00 in project authorization on Contract No. 4640, Rooster Rock Park Interchange Section in Multnomah County.

The new project authorization is $283,348.38. This amount should be used in all future reports.

S. H. Probert
Office Engineer

DEP:ia

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OR FILING
20-1005
1640

Agenda
HN

January 16, 1957

Oregon State Highway Commission

Gentlemen:

A study of the corrected cost estimate on the Rooster Rock Park Interchange project, Columbia River Highway, Contract No. 4640 indicates that we will have an overrun of approximately $16,000, or six per cent.

The major portion of this overrun has been occasioned in general by increase in excavation quantities and consequent haul. This increase is largely due to an unanticipated large shrinkage factor resulting from excessive compaction in sandy materials. A minor portion of this overrun is due to the substitution of a double-bung guardrail in the median area instead of the six foot concrete dividers originally planned. This is in conformance with more recent design practice.

In view of the above, it is requested that you approve an increase in project authorization in the amount of $16,000.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. S. H. Probert
Mr. C. H. Maison
Mr. Tom Edwards

LHY:jc fn

Form No. E-373—10M—7-55

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Date December 4, 1956

Project Name Rooster Rock Park Interchange

Contract No. 4640

Highway Columbia River

Contractor Inland Constr. Co.

County Multnomah Kind of Work Grading & Paving

Contract Amount $231,043.00

Expected over-runs and under-runs in contract items:

	Quantity		Unit Price	Amount
Major items, itemized:	679.76	c.y.	$3.00	$ 2,039.28
2. Drainage Excavation	23,112.7	c.y.	0.23	5,315.00
3. Gen. Exc. Unclass.	72,000	Yd.Mi.	0.15	10,800.00
5. Truck Haul	920	M.Gal.	2.00	1,840.00
17. Sprinkling	800	Tons	4.50	3,600.00
21. Asph. Conc. Mixture	375	c.y.	34.00	12,851.31
10. Concrete in Islands				
				- 6,452.00

Minor items, unitemized algebraic total $4,290.97

Subtotal $12,387.00

Approved work orders (Price, extra work and state force orders)

Expected over-runs and under-runs in work orders: Amount

Major items, itemized:

+ 52.41

Minor items, unitemized algebraic total $52.41

Subtotal $19,011.44

Authorization for engineering $2,988.56

Expected over-run or under-run of engineering authorization $13,575.00

Costs not included above (explain) Median guard rail $

Allowance for future contingencies (——% of work remaining) $

Credits to come from transfers and deductions $283,348.38

Present estimate of project cost

Brief Statement of principal causes of over-run: Drainage Exc.: Additional pipe placed under PA #2; General Exc.: Increased excavation between "E" line & "X" line and between "X" line & "W" line for drainage, also due to low original estimate; Truck Haul: Major part of materials hauled beyond the 600' free haul limit and due to increased excavation; Sprinkling: Increased to further compaction in sand subgrade, and recommended by soils dept. Asphaltic Concrete mixture increased to shape existing pavement and better the drainage. (Over)

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$267,348.38
Present estimate of project cost	$283,348.38
Expected over-run (Amount)	$16,000.00
Expected over-run (per cent)	6%

Space to right of this line is for use of Salem office.

Submitted by: James Don Resident Engineer

Confirmed by: A. E. Johnson Ass't Division Engineer

Noted by: Construction or Bridge Engineer

Noted by: Deputy or Assistant State Highway Engineer

State Printing 86719

Engineering overran due to hold over on project and replacement of stakes removed by the public. Wind erosion has caused a great deal of damage to parking area and in various cuts throughout the project.

RECEIVED
OCT 15 1956
FOR FILING

26-1118

4640

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 11, 1956

SUBJECT: Rooster Rock Park Interchange
Columbia River Highway
Contract No. 4640

To: Mr. A. O. Skelton
Division Engineer
State Highway Department
Box 4699, Sellwood Station
Portland 2, Oregon

Reference is made to your letter of October 10, in which you review the controversy between Mr. Lee H. Gordon, of the Inland Construction Company and Mr. C. E. Knight, his subcontractor, operating under the name of the Columbia Marine Sales and Service. Also received were copies of a letter from Attorney R. DeWitt Jones, representing Mr. Knight, in which it was requested that the State cancel the existing subcontract between these two parties.

I did discuss this matter with Mr. Edwards, and it is our thought that we should not enter into this argument in any way; that the cancelling of this subcontract is a matter to be settled between Mr. Gordon and Mr. Knight. We are going to insist that the prime contractor, Inland Construction Company, complete the job as they bid it. In the event of a demonstrated reluctance on their part, we will necessarily have to declare the job in default and make other arrangements for its completion.

I believe that our position in this matter should be that only of an interested bystander, urging that they settle their differences so that the job can be brought to a proper completion at the earliest possible date.

Tom Edwards
Construction Engineer

By L. H. Young

L. H. Young
Ass't Construction Engineer

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

LHY:js

cc Forrest Cooper ✓
P. M. Stephenson

NOTED
FORREST COOPER

FORM E-20X—80,000—10-54—78494

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

October 10th, 1956

SUBJECT Rooster Rock Park Interchange
Prefix 26-1068, Cont. 4640

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Under date of September 4, 1956 I wrote you concerning the work done on the Rooster Rock Park Interchange Project by Mr. C. E. Knight under the name of the Columbia Marine Sales and Service. I advised you Mr. Knight operates a small dredge, and has been dredging in the area to be used as a boat basin, with material from this operation being deposited in what is known as fill area "A", which is west of the highway corssing. With my letter, I sent you a copy of a sub-contract between Mr. Lee. H. Gordon of the Inland Construction Company, and Mr. C. E. Knight. I also advised you that there was a controversy between Mr. Gordon and Mr. Knight, which would probably bring the two parties into court action.

I am enclosing herewith letters dated September 4, 1956 and September 24, 1956 from the law office of R. DeWitt Jones, 301 Court House Building, Vancouver, Washington. The first letter was addressed to Mr. P. M. Stephenson and was forwarded by him to myself with an acknowledgement to Mr. Jones. It appears from these two letters that Mr. Jones has requested that the existing sub-contract between the two parties be cancelled by the State under provision of 1.8.1 of the Standard Specifications for Highway Construction, issue of May 1, 1954.

There has been no work done in the boat basin for probably over a month. Mr. Armstrong, Park Engineer, would like to get the dredging completed, and would also like to dredge Latourell Creek from the river to where it comes into the boat basin. It might be that on the basis of the work yet to be done by Mr. Gordon, and the dredging mentioned above, that a more adequate dredge could be secured to do this dredging in a manner that would be beneficial to the contractor and ourselves.

I have not acknowledged Mr. Jones' letter of September 24th. Will you please advise me as to what action, if any, should be taken by this office in this matter.

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: Ed gar S. Hunter

FORM E-80X—90,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 10th, 1956

SUBJECT Rooster Rock Park Interchange
Prefix 26-1068, Cont. 4640

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Under date of September 4, 1956 I wrote you concerning the work done on the Rooster Rock Park Interchange Project by Mr. C. E. Knight under the name of the Columbia Marine Sales and Service. I advised you Mr. Knight operates a small dredge, and has been dredging in the area to be used as a boat basin, with material from this operation being deposited in what is known as fill area "A", which is west of the highway corssing. With my letter, I sent you a copy of a sub-contract between Mr. Lee. H. Gordon of the Inland Construction Company, and Mr. C. E. Knight. I also advised you that there was a controversy between Mr. Gordon and Mr. Knight, which would probably bring the two parties into court action.

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I have not acknowledged Mr. Jones' letter of September 24th. Will you please advise me as to what action, if any, should be taken by this office in this matter.

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: Ed gar S. Hunter

Law Offices of
[illegible] Jones
[illegible]
Vancouver, Washington

September 2[illegible], 19[illegible]

Mr. Skelton
State of Oregon Highway Engineers
State Highway Department
9200 McLoughlin Boulevard
Milwaukie, Oregon

Re: Rooster Rock Interchange

Dear Mr. Skelton:

I am advised that you have received some notice of the difficulties which have arisen in connection with the completion of certain dredge and fill work on the Rooster Rock Interchange job.

I am attorney for Mr. [illegible] Knight of Vancouver, who took a sub-contract to do some of the dredge work for Mr. Lee Gordon dba Inland Construction Company.

Prior to bidding on the dredge work, Mr. Knight talked to Mr. Broadwell in the State Highway Department and understood from him that there had been no test holes in the area but that it was not considered necessary to remove any rocky outcroppings or difficult grade deposits which might be encountered in the area. I think it was recognized that until the dredging was actually started, it would be most difficult to anticipate the nature of the problems which might be encountered.

Mr. Knight moved his dredge equipment on the area and commenced the dredging on work concerned with Section A. He immediately encountered difficulty from imbedded stumps and roots which had been pressed into the surface by the cats used in the logging operation. Because of the difficulty with these stumps and roots, his progress was slow and it proved most costly for him to pump the materials. He encountered considerable heavy rock and his operation was slowed and his dredge equipment seriously impaired by the fact that heavy rock material got into the lines and the pump. In any event, Mr. Knight proceeded with the work on Section A and has now substantially completed the dredging and fill work in this section. However, he has lost over $6,900.00 to date and feels that this has been due primarily to the unforeseen difficulties which he encountered.

The primary contractor had agreed with Mr. Knight to furnish a booster pump or some other means of moving the dredged materials to the area designated for Section B. Mr. Knight has a small dredge which is capable of pumping materials a limit of 2,500 feet. The contract calls for the removal of these materials from the place where they are dredged to a much greater distance. We have asked Mr. Gordon to make arrangements for the removal of these materials in accordance with his agreement, but to date have received no advice from him concerning this matter.

We were advised to address this communication to you, together with a request that a hearing be held in an effort to arrive at some solution of the problem. It appears that this is a hardship case and that it is in the mutual interest of the State, the contractor, and Mr. Knight to have some determination made and some plan developed for the completion of the additional work in this area.

We will appreciate your early advise.

Very truly yours,

R. DeWitt Jones

RDJ/ed

RECEIVED
SEP 7 1956
FOR FILING

26-1068

4640

September 6, 1956

Law Office of
R. DeWitt Jones
301 Court House Building
Vancouver, Washington

Dear Sir:

Reference is made to your letter of September 4 in regard to the sub-contract of Mr. Chelsea Knight.

I am forwarding this letter to Mr. A. G. Skelton, our Division Engineer in Portland, under whose supervision the work is being performed.

Very truly yours,

P. M. Stephenson
Bridge Engineer

PMS/mm

cc: A. G. Skelton

NOTED
M. STEPHENSON

Law Offices of
R. DeWitt Jones
[illegible] Building
Vancouver, Washington

September 4, 195[illegible]

State Highway Commission
Bridge Department
State Highway Building
Salem, Oregon

Attention of Mr. C. B. Stephenson, Engineer

Re: Rooster Rock Interchange

Gentlemen:

I am attorney for Mr. Chelsea Knight, who is a sub-contractor on a part of the work now being performed at the Rooster Rock Interchange on the Columbia River Highway.

Mr. Knight took a sub-contract under Mr. Lee Gordon, dba Inland Construction Company for certain dredging and filling which was called for in connection with this job. At the time of entering into the sub-contract, it was recognized by the parties that Mr. Knight had a small dredge which was not capable of moving the materials from the place where they were to be dredged to the point where they were to be ultimately deposited. In fact, Mr. Knight cannot pump materials for a distance of more than 2,500 feet with his equipment.

Mr. Gordon agreed that he would take the materials beyond that point and would either arrange for a booster pump or supply some other means for moving the materials to that portion of the job designated as section "B".

Mr. Knight has now substantially completed the dredging and fill work on Section "A" and his equipment is standing in the basin area. We have been unable to make any arrangement with Mr. Gordon concerning the movement of the materials beyond the 2,500 foot limit and Mr. Knight is therefore in a position where he has no alternative but to remove his equipment. However he has talked to the resident engineer and is willing to do everything that he can to assist in the completion of the job and also to handle some additional work which involves the [illegible] of the basin area which is on force account.

To date Mr. Knight has already lost more than $6,000.00 on this job because he ran into unforeseen difficulty with stumps and mats which had not been removed in the logging of the area excavated. In fact, the caterpillars had pressed the stumps and mats into the mud and it made his work most difficult area on the Section "A" job.

We would very much appreciate if if this matter could be given some immediate attention and a hearing held for we feel this is a hardship case and should be brought to a head without further delay.

Thank you for your attention to this matter.

Very truly yours,

R. DeWitt Jones

RDJ/sd
CC: Mr. Ed Hunter, Resident Engineer,
State Highway Department, 9200 McLoughlin
Boulevard, Milwaukie, Oregon

RECEIVED
JUN 11 1956
FOR FILING
FORM [illegible]

26-118
4640

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 6, 1956

SUBJECT: Rooster Rock Park Interchange
Columbia River Highway
Contract No. 4640

To:
Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

NOTED
W. C. WILLIAMS

Reference is made to Laboratory Reports Nos. 389491, 389793, 389794 and 389913, dated May 23rd and 25th, 1956 showing a deficiency of material retained on the 1¼-inch sieve increasing from 6.9 to 12.4 percent, and an improvement from a deficiency of 24½ percent to 1.3 percent in the deficiency of material passing the ¼-inch screen for the 2½"-0 crushed rock being produced at the time of sampling. It appears as if this rejected material can be improved in the stockpile by addition of larger sizes. A change in quarry and plant operations can therefore improve the quality of material.

Will you please instruct the resident engineer to have the contractor adjust his operations and stockpiling procedure in such a fashion that the existing stockpile and future material can be accepted.

Will you also, please instruct the resident engineer to so mark the samples that it is clear they represent improved materials.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
JUN 7 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 2 - 1956
FOR FILING

27-[illegible]
4640

April 2, 1956

Inland Construction Company
6202 S. E. Harmony Road
Milwaukie, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4640, which was awarded to you by the State Highway Commission on March 2, for grading and paving on the Rooster Rock Park Interchange Section of the Columbia River Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
APR 2 - 1956
FOR FILING

2 b-10F8
4640

April 2, 1956

Inland Construction Company
6202 S. E. Harmony Road
Milwaukie, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4640, which was awarded to you by the State Highway Commission on March 2, for grading and paving on the Rooster Rock Park Interchange Section of the Columbia River Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
MAR 5 - 1956
FOR FILING

26-40kF
4640

March 5, 1956

Inland Construction Co.
6202 S. E. Harmony Rd.
Milwaukie, Oregon

Gentlemen:

The State Highway Commission on March 2, 1956 awarded to you State Highway Contract No. 4640 for widening, grading and paving on Rooster Rock Park Interchange Section of the Columbia River Highway in Multnomah County.

This award was based on your bid of $231,043.00, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

RECEIVED
FEB 23 1956
FOR FILING

21-1668
4640

NOTE
W. C. WILLIAM

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
February 21, 1956

SUBJECT: Request for Illumination Contract
Project Authorization
Columbia River Highway
Rooster Rock

To: Mr. S. H. Probert
Office Engineer
Office

At the March 1 and 2 Commission meeting, Project "Rooster Rock Park Interchange Section of the Columbia River Highway" is to be let to contract.

Will you set aside $7,000 for illumination which we desire to let to contract at a later date, the work to be performed in conjunction with the above referred to project.

F B Crandall
F. B. Crandall
Traffic Engineer

JAH:ng
cc: Mr. W. C. Williams

RECEIVED
FEB 21 1956
OFFICE OF
STATE HIGHWAY ENGINEER

33[illegible]-17[illegible] [illegible] ([illegible] Harley Sts.) [illegible]

1641

NOTED
J. W. CATTRALL

July 18, 1956

NOTED
Harold C. Ayers

Mr. O. E. Roth
City Recorder
Amity, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

This is to advise you that Contract No. 4641, with Warren Northwest Inc., for paving on 4th and Stanley Streets in Amity was completed on June 5, 1956.

Under the terms of the agreement dated February 23, 1956, the City assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm

A

336-1715

4641

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 13, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4641	2-Final	Warren Northwest, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14338	B-155284	$ 500.00	7/13/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 30, 1956

Time Extensions: None

Completion Date: June 5, 1956

Date Accepted: July 12, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-18-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUL 18 1956

Ruth Rawlings

NOTED ON CARD

8

RECEIVED
JUL 3 1956
FOR FILING

336-192
4641

July 2, 1956

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg
Portland 4, Oregon

Gentlemen:

State highway contract No. 4641 for work performed on 4th & Stanley Streets in the City of Amity in Yamhill County was completed by the contractor, Warren Northwest, Inc., on June 5, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $500.00 will be released to the contractor after acceptance by the Commission. The total contract amount is $3,886.09 of which amount $45.76 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Federal Insurance Company
Robert E. Wallace, Mgr.
320 California St.
San Francisco 4, California

NOTED ON CARD

7-2-56
rn

RECEIVED
JUN 28 1956
FOR FILING

326-1[illegible]

4641

June 27, 1956

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Warren Northwest, Inc. on contract No. 4641, for paving on Amity (4th & Stanley Streets) City Streets Section in Yamhill County. This payment, in the amount of $3,386.09, will be released to the contractor on or after July 7, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Robt. E. Wallace, Manager
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

Form E-1-Rev 6-55—10M

O ON STATE HIGHWAY DEPARTM

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

336-1713

For Week Ending June 9, 1956, 19

Section Amity (4th & Stanley Sts.)

Highway City Street

Contractor Warren Northwest Inc.

Date of contract March 2, 1956, 19

Date work started May 11, 1956, 19

Project authorization $ 5,640.19

Exclusive of Engineering $ 5,239.11

Kind of work Paving

Section prefix 336-1713

Contract number 4641

Date of completion Sept. 30, 1956, 19

Estimated date of completion June 5, 1956, 19

Per cent of time elapsed 45 %

95/212/~~###~~ 117

Estimated cost of completed project, exclusive of engineering $ 5,239.11

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 401.08

Engineering cost to date $ 360, 90 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor placed 3/4-0 shoulders on street Tuesday completing project.

Personnel sent Gerald L. Stevens to report Wed. morn. to be C.E.I. Degree from U of Ky.

Laid off Donald Wallace E.A. I, emergency employee, effective end of June 7.

" " Glenn A. Hibbs, E.A. I, " " " " May 26.

Two engineering students will report June 11.

RECEIVED
[illegible]
OFFICE OF
CONS[illegible]

NOTED
L. H. YOUNG

Signed

Address Box 324, Albany

NOTED
V. D. WOLFE

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 86365

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.10			0.10
Miles partially completed					
Miles completed		0.10			0.10
Total estimated quantities (contract)		650			266 *
Total quantities corrected to date		402 [illegible]			258
Estimated quantities moved or placed to date		402			258 *
Average daily quantities		57 (shoulders)			240
Average daily quantities necessary to complete project on time					* Includes Asphalt
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		10			

Men

Supervision 1

Men and trucks under 3 tons

Men and trucks over 3 tons 5

Men and tractors

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		
Tuesday	shrs		
Wednesday	cldy		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
MAR 21 1956
FOR FILING

321-1713
4641

March 21, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

We enclose herewith three fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4625, for paving on the Glendale (Pacific Avenue) City Streets Section in Douglas County, awarded March 1, 1956.

Contract No. 4637, for paving on the Mill City (S.E. Fairview St.) City Street Section in Linn County, awarded March 2, 1956.

Contract No. 4641, for paving on the Amity (4th & Stanley Streets) City Streets Section in Yamhill County, awarded March 2, 1956.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

NOTED
V. R. JC [illegible]

March 6, 1956

NOTED
Harold C. Ayers

Mr. O. E. Roth
City Recorder
Amity, Oregon

NOTED
J. W. CATTRALL

N [illegible]
J. F. H [illegible]

Dear Sir:

On March 2, 1956, the State Highway Commission awarded a contract to Warren Northwest, Inc., for the paving project on 4th and Stanley Streets in Amity. The contract provides that all work be completed not later than September 30, 1956.

Enclosed for the city's records is a copy of the plans and specifications.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm
Encl.

RECEIVED
MAR 5 - 1956
FOR FILING

336-1713
4641

March 5, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission on March 2, 1956 awarded to you State Highway Contract No. 4641 for paving on 4th and Stanley Streets in Amity in Yamhill County.

This award was based on your bid of $4,913.50, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Forrest Cooper
S. H. Probert
R. G. Savage, SIAC

RECEIVED
FEB 27 1956
FOR FILING

Const
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Munic
Amity
6393 w

February 27, 1956

Mr. O. E. Roth
City Recorder
City of Amity
Amity, Oregon

Dear Sir:

Reference is made to your letter of February 17 regarding setting an earlier completion date than September 30 on our proposed city street paving project, Fourth and Stanley Streets in Amity.

This project is already advertised with the September 30 date and it is now too late to make any change. Our reason originally for specifying the September 30 date is to give the contractors a wider latitude in scheduling these jobs. Many of the contractors have other commitments and would therefore be unable to bid on this job. The limiting of the number of contractors by such action increases the cost of the job.

Please be assured that we will see that a way in and out of the grain warehouse will be maintained at all times.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. Forrest Cooper
Mr. J. D. Walker

LHY:ep fn

ASSIGNMENT

Date: **February 20, 1956** No. 6393 By wcw

Description: **Letter of February 17 by O. E. Roth, City Recorder of Amity, in which he states objections to completion date of City of Amity project (Sept. 30, 1956) as he believes it will cause a great deal of inconveniense due to its being on two sides of a grain warehouse.**

Acknowledged by____ Referred to **Cooper** ✓

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
XX Return with rough draft of reply
__Prepare reply for signature of Mr._______
__Contact correspondent and report

Remarks: **x Too late to change completion date. Contractor must arrange for traffic during construction to warehouse, etc.**

WCW

PLEASE RETURN TO
W. C. WILLIAMS

Executed 2·23·56 Report Received_________

CITY OF AMITY

Phone Amity 3711
AMITY, OREGON

Febuary 17th,1956

PLEASE RETURN TO
W. C. WILLIAMS

W. C. WILLIAMS

Oregon State Highway
Department,
Salem,Oregon

Mr H,B Glaisyer Sec,
Dear,Sir;

I recieved notice to conractors Projects on which bids are to be received March I and March the 8, Thank you very much for these listings aspecily the City of Amity project, i see the date has been set for the completio n of this work Sept 30,1956

This work should be completed not later than July I5th,1956 if at all posible weather permitting,

This improvement is on two sides of a grain warehouse grain starts to come in around the middle of july the City along with the manager of the warehouse would apreciate it very much if date of completio n could set at an earlier date.

Yours Very Truly,
O.E.Roth City Recorder.

O.E. Roth

REFERRED TO [illegible]
BY SECRETARY

RECEIVED
FEB 23 1956
FOR FILING

Coast
Prog
Munic - Amity

February 27, 1956

Mr. O. E. Roth, City Recorder
City Hall
Amity, Oregon

Dear Sir:

We are enclosing herewith for your records and files a fully executed copy of an agreement between the State Highway Commission and the City of Amity covering the Special City Allotment project on Stanley and Fourth Streets in the City of Amity.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
FEB 23 1956
FOR FILING

Const
Proj
[illegible]

file

Salem, Oregon
February 27, 1956

MISC. CONTRACTS and
AGREEMENTS No. 1705

Amity

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is a conformed copy of an agreement with the City of Amity covering the Special City Allotment project on Stanley and Fourth Streets in the City of Amity.

One fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Amity, Oregon.

H. B. Glaisyer,
Secretary

rn
Attach: 1

FORM 230—50M—2-55—62986

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 15, 1956

SUBJECT: $250,000 Fund Project
City of Amity

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer

Attached are three copies of an agreement covering the Special City Allotment project on Stanley and Fourth Streets in Amity.

Two copies of the agreement have been executed by the city and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on December 19, 1955.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-19-55 Minute Page 32
Secretary

RECEIVED
FEB 16 1956
OFFICE OF
STATE HIGHWAY ENGINEER

2-13-56

ORDINANCE NO 299

An Ordinanse providing for a form of agreement by and between the City of Amity, Oregon, and the State of Oregon acting by and through its State Highway Commission, for the improvement of Stanley street from # 5th street to 4th street; and Fourth street from Stanley street to connection with present oiled section, a distance of approximately 0.10 mile. and declaring an emergency.

WHEREAS, the City of Amity, Oregon, has heretofore made application to the State Highway Commission for assistance in repairing or reconstructing streets under the provisions of ORS 366,800 and 366,805, and

WHEREAS, the State Highway Commission has accepted such application for the improvement of Stanley street from 5th street to 4th street and Fourth street from Stanley street to connection with present oiled section a distance of approimately 0.10 mile, and

WHEREAS, in the form of agreement prepared by the State Highway Commission, a copy of which, marked "exhibit A", is attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of this project up to Fifteen Thousand and no/100 ($15,000) Dollars and the City of Amity, Oregon, to pay all costs in excess of said $15,000;

THE CITY OF AMITY, OREGON, DOES ORDAIN AS FOLLOWS:

SECTION 1; That that certain form of agreement herein above refered to be entered into by the City of Amity, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Stanley street from 5th street to 4th street and Fourth street from Stanley street to connection with present oiled section and is hereby approved and accepted as submitted.

SECTION 2; That the Mayor and Recorder are hereby authorized and directed to execute said agreement intriplicate and to deliver said agreement to the State Highway Commission for execution by said Commission.

SECTION 3; WHEREAS, it is necessary that said improvements be made in the spring or summer of 1956 while the weather permits, and, whereas the State Highway Commission cannot award a contract for said improvements untill said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Amity, Oregon, an emergency is declared to exist and this ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor as authorised by the City Charter dated November 7, 1950.

AYES 4 NAYS 0

Submitted toand approved by the Mayor on the 13 of February, 1956

ATTEST;

Recorder

Dr. Chas H. Law

Mayor

2-13-56

ORDINANCE NO 299

An Ordinanse providing for a form of agreement by and between the City of Amity, Oregon, and the State of Dregon acting by and through its State Highway Commission, for the improvement of Stanley street from 5th street to 4th street; and Fourth street from Stanley street to connection with present oiled section, a distance of approximately 0.10 mile. and declaring an emergency.

WHEREAS, the City of Amity, Oregon, has heretofore made application to the State Highway Commission for assistance in repairing or reconstructing streets under the provisions of ORS 366,800 and 366,805, and

WHEREAS, the State Highway Commission has accepted such application for the improvement of Stanley street from 5th street to 4th street and Fourth street from Stanley street to connection with present oiled section a distance of approimately 0.10 mile, and

WHEREAS, in the form of agreement prepared by the State Highway Commission, a copy of which, marked "exhibit A", is attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of this project up to Fifteen Thousand and no/100 ($15,000) Dollars and the City of Amity, Oregon, to pay all costs in excess of said $15,000;

THE CITY OF AMITY, OREGON, DOES ORDAIN AS FOLLOWS:

SECTION I; That that certain form of agreement herein above refered to be entered into by the City of Amity, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Stanley street from 5th street to 4th street and Fourth street from Stanley street to connection with present oiled section and is hereby approved and accepted as submitted.

SECTION 2; That the Mayor and Recorder are hereby authorized and directed to execute said agreement intriplicate and to deliver said agreement to the State Highway Commission for execution by said Commission.

SECTION 3; WHEREAS, it is necessary that said improvements be made in the spring or summer of 1956 while the weather permits, and, whereas the State Highway Commission cannot award a contract for said improvements untill said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Amity, Oregon, an emergency is declared to exist and this ordinanse shall be in full force and effect from and after its passage by the Council and approval by the Mayor as authorized by the City Charter dated November 7, 1950.

AYES 4 NAYS 0

Submitted toand approved by the Mayor on the 13 of February, 1956

ATTEST;

Recorder

Dr. Chas H. Law

Mayor

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

February 8, 1956

Mr. O. E. Roth
City Recorder
Amity, Oregon

NOTED
Harold C. Ayers

J. [illegible]

Dear Sir:

The State Highway Commission plans to call for bids at its March 1-2 meeting for the paving project on Stanley and Fourth Streets in Amity. Enclosed are three copies of an agreement covering this project. The agreement is in accordance with the Special City Allotment project as requested by the City and approved by the State Highway Commission.

Will you please have the City Council pass an ordinance similar to the attached example authorizing the Mayor and Recorder to sign the agreement. Please include a copy of this ordinance with the signed copies of the agreement.

As the contract cannot be awarded until the signed agreement is in our hands, will you please have the Mayor and Recorder sign the attached copies of the agreement, with their signatures attested by a third party, stamp with the City Seal, and return all three copies to this office prior to February 20, 1956. After signature by the State Highway Commission, a fully executed copy will be returned for the City's files.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm
Encl.

NOTED
NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
February 7, 1956

Amity, $250,000 Fund Project
Field Data

Mr. Forrest Cooper
Construction Engineer

Attention: Mr. E. A. Pease

NOTED
J. W. CATTRALL

NOTED
J. [illegible]

Attached is the field data on the Special City Allotment project in Amity. We have checked the data and find the work as proposed and within the funds allocated.

H. C. Ayers
Field Engr., County & City Relations

HCA:mm
Att.

cc: V. G. O'Neil
Frank Hall

December 22, 1955

Mr. O. E. Roth
City Recorder
Amity, Oregon

NOTED
Harold C. Ayers

Dear Sir:

On December 19, 1955, the State Highway Commission approved a project on Stanley and Fourth Streets as requested by the city to be constructed from the 1956 Special City Allotment fund.

The project as approved is shown in the attached summary. You will be contacted at a later date to work out the details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm
Att.

NOTED
J. W. CATTRALL

~~528~~
7029

Amity

Preliminary Estimate

Stanley Street from 5th St. to 4th St; Fourth Street from Stanley St. to connect with present paved section a distance of approximately 0.10 miles.

Grade, place 6" of base rock 26' width; 3½" of asphaltic Concrete 22' in width.

Item	Quantity	@	Total
Blade Grader	8 hrs	12.00	$96.00
Excavation trench	4 cu yds	4.00	16.00
12" concrete culvert pipe	30 lin ft	2.25	67.50
Coarse Crushed material on base	500 cu yds	3.25	1625.00
3/4"-0 on base & shoulders	200 cu yds	3.50	700.00
Sprinkling	20 m gal	3.00	60.00
Oil in binder	2 ton	65.00	135.00
Class "B" asphaltic concrete	280 tons	9.00	2520.00
Prel. Est of Const. cost			5219.50
12½% Eng & Cont			652.44
Survey			200.00
			$6,071.99

Total Prel. Est $6200.00

no 29

$250,000 project 1956

7-7-55

Amity

Investigated condition & use of Stanley Street for one block and 4th Street for one-half block. These sections are in poor condition and are used by a heavy volume of grain truck to reach the elevator located adjacent to Stanley and Fourth St.

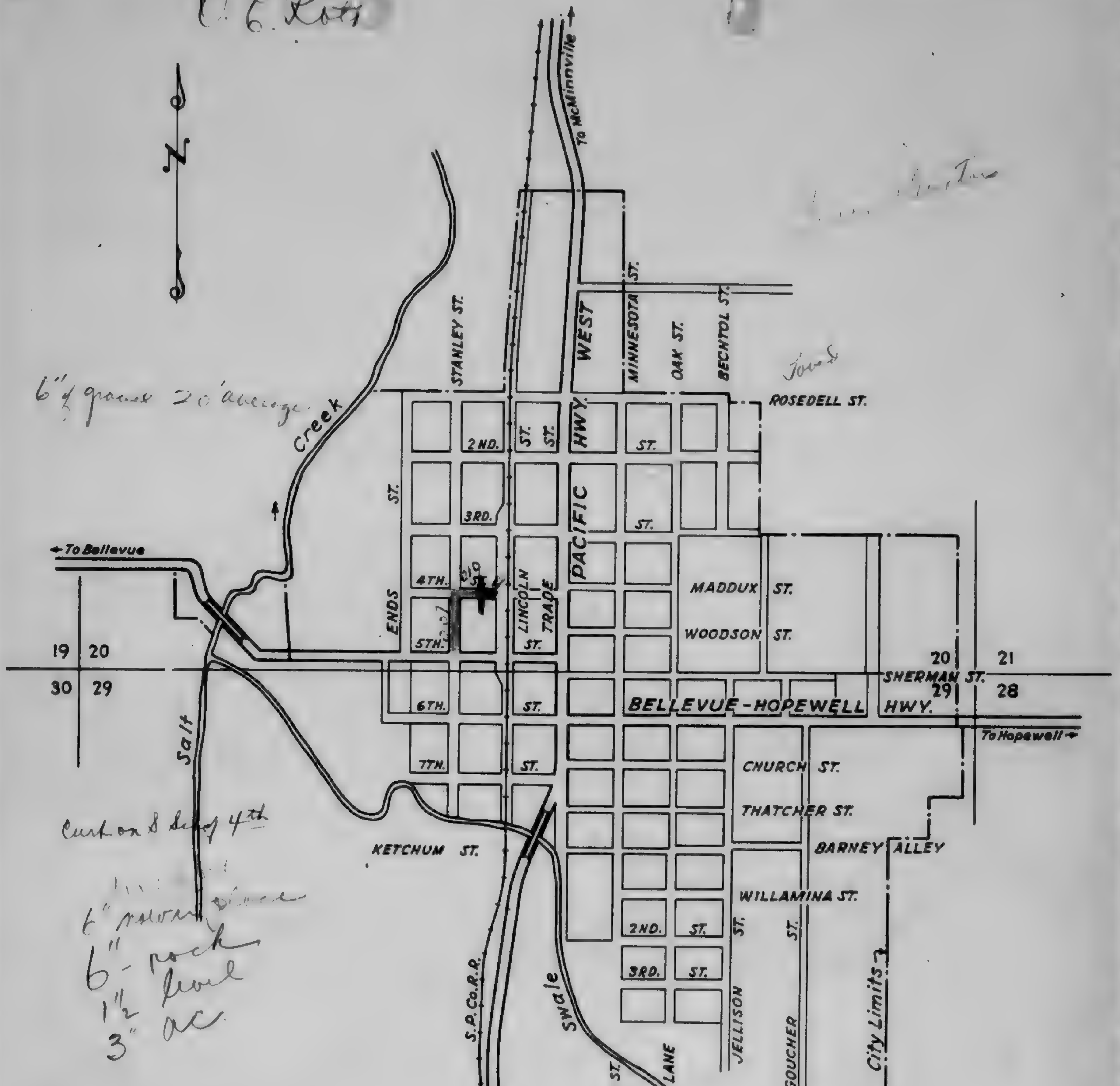
Presently has six inches of material in place and is an old street

Believe a project could be recommended though a very short project

10-3-55
Advised Mr Walker of this project and he gave ok

HCG

O. E. Roth



To McMinnville
STANLEY ST.
WEST
PACIFIC HWY.
MINNESOTA ST.
OAK ST.
BECHTOL ST.
ROSEDELL ST.
Creek
2ND.
ST.
ST.
ST.
3RD.
ST.
ENDS ST.
4TH.
LINCOLN ST.
TRADE ST.
5TH.
MADDUX ST.
WOODSON ST.
To Bellevue
19
20
30
29
20
21
29
28
SHERMAN ST.
6TH.
ST.
BELLEVUE-HOPEWELL HWY.
To Hopewell
Salt
7TH.
ST.
CHURCH ST.
THATCHER ST.
KETCHUM ST.
BARNEY ALLEY
WILLAMINA ST.
2ND.
ST.
3RD.
ST.
JELLISON ST.
GOUCHER ST.
S.P. Co. R.R.
Swale
City Limits
GETCHELL ST.
MAIDEN LANE
To Rickreall
Ash

6" of gravel 20' average

Curb on S Side of 4th

6" gravel [illegible]

6" - rock

1½ level

3" AC

AMITY

Scale 1"=800'

No. 29

FORM E-123 50M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
J. W. CATTRALL

June 15, 1955

Mr. O. E. Roth
City Recorder
Amity, Oregon

NOTED
R JONES

NOTED
Harold C. Ayers

Dear Sir:

This is to acknowledge receipt of a resolution adopted by the City of ______Amity______ requesting aid from the annual $250,000 Special City Allotment Fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the __1956__ program.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

No. 29

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Amity is an incorporated city of the State of Oregon, and has a population of 672, as given by the latest official census, and

WHEREAS, the following streets of said city, Amity

NOTED
Harold C. Ayers

Form cc-50 (1953 Rev.)
Special City Allotment

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Fourth street west of S. P. Track To
Stanley west. Stanley South To. Fifth

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Amity does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate O E Roth as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 6 day of June, 1955

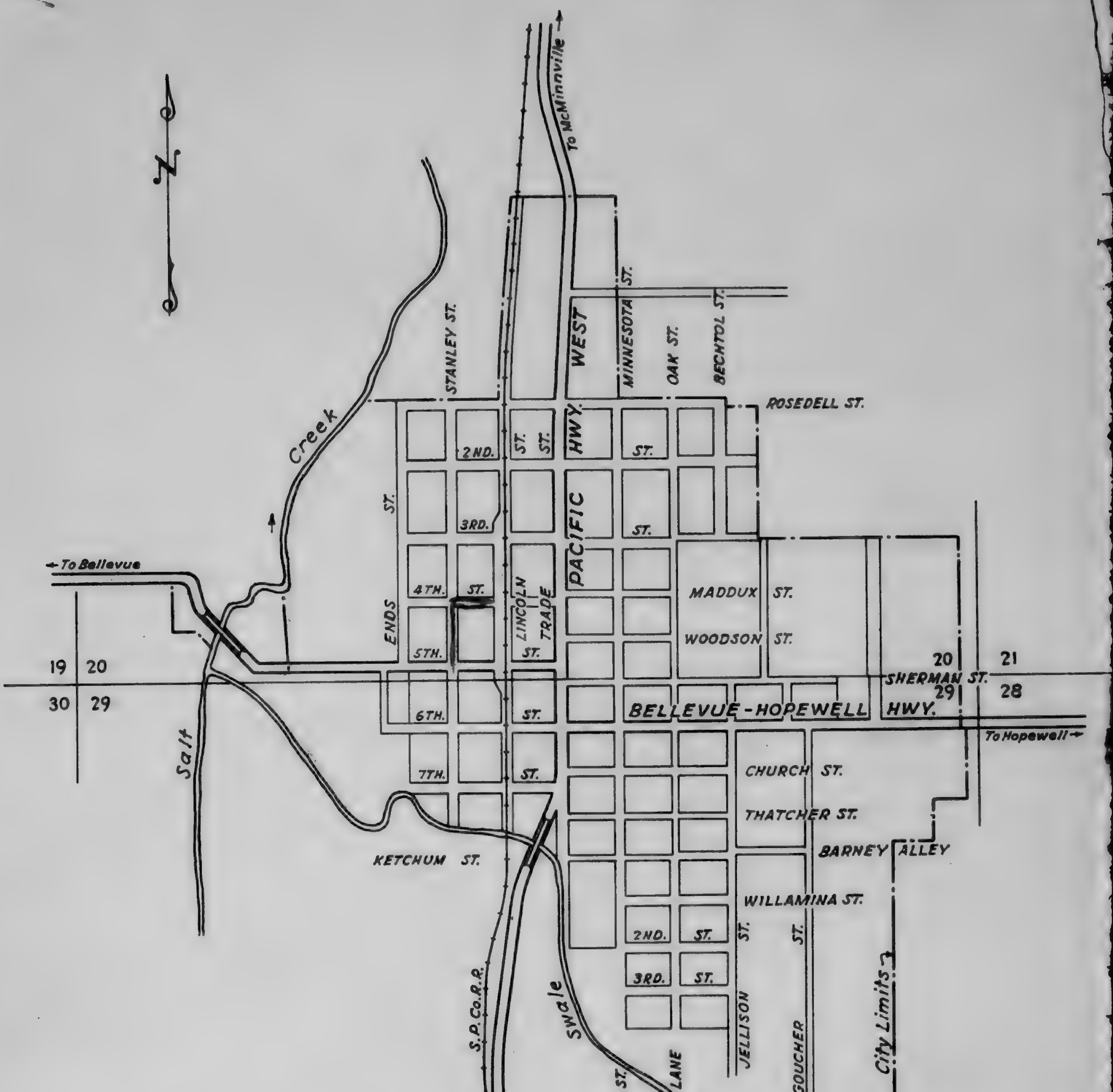
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---------- ----------

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Amity at a regular or ~~special~~ meeting of said Council, held on the 6th day of June, 1955, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 7th day of June, 1955

O. E. Roth
City Recorder


N
To McMinnville
To Bellevue
To Hopewell
To Rickreall
Salt Creek
STANLEY ST.
MINNESOTA ST.
OAK ST.
BECHTOL ST.
ROSEDELL ST.
PACIFIC HWY. WEST
ENDS ST.
2ND. ST.
3RD. ST.
4TH. ST.
5TH. ST.
6TH. ST.
7TH. ST.
LINCOLN ST.
TRADE ST.
MADDUX ST.
WOODSON ST.
SHERMAN ST.
BELLEVUE-HOPEWELL HWY.
CHURCH ST.
THATCHER ST.
BARNEY ALLEY
WILLAMINA ST.
KETCHUM ST.
2ND. ST.
3RD. ST.
JELLISON ST.
GOUCHER ST.
City Limits
S.P. Co. R.R.
Swale
GETCHELL ST.
MAIDEN LANE
Ash
19
20
30
29
20
21
29
28

AMITY

Scale 1"=800'

CITY OF AMITY

Phone Amity 3711
AMITY, OREGON

March 10th, 1955

NOTED
V. R JONES

NOTED
Harold

NOTED
J. W. CATTRALL

Mr John, W Catrall
Engineer, County &
City, Relations,

Dear Mr Catrall:

The City Of Amity is making application for $ 15000.00 which is allocated to Cities under 5000 Population from the special $ 250,000 each year for the improvement of City Streets not part of State highway system. and streets which has increased traffic and excessive wear.

Yours Very Truly,
C E Roth
C.E.Roth City Recorder,

NOTED
J. HAGEMANN

Form sent
3-14-55

F-300(8) Two reinf. concrete structures 1956
relocated Valley Jct.-Sheridan
#4642 Sec., Salmon River Hwy.

RECEIVED
JAN 21 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 18,1957

F-300 (8)

4642

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4642	10 Post Final	Hamilton & Thoms

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
605	H170814	$ 911.55	1/18/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

F. Cole
ACCOUNTING DIVISION

Specified completion Date: Dec. 31, 1956

Time Extensions: None

Completion Date: Nov. 9, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-18-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

JAN 18 1957

NOTED ON CARD

RECEIVED
JAN 21 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 18,1957

F-300 (8)

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4642 4642	10 Post Final	Hamilton & Thoms

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
605	H170814	$ 911.55	1/18/57

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

F. Cole
ACCOUNTING DIVISION

Specified completion Date: Dec. 31, 1956

Time Extensions: None

Completion Date: Nov. 9, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-18-57

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

JAN 18 1957

NOTED ON CARD

RECEIVED
JAN 15 1957
FOR FILING
F-300(5)
4642

January 14, 1957

CERTIFIED MAIL

Seaboard Surety Company
Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Gentlemen:

This to advise you that a post final payment will be released to Hamilton & Thoms in connection with State Highway Contract No. 4642, for construction of the South Yamhill River Bridge and the East Sheridan Overcrossing on the Salmon River Highway in Yamhill County.

The post final payment in the amount of $911.55 will be released to the contractor as soon as the warrant is received from the Secretary of State. The revised total contract amount is $213,826.18 and no force account work was performed on the project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Seaboard Surety Co.
75 Maiden Lane
New York 38, N. Y.

NOTED ON CARD

RECEIVED
[illegible] - 1957
FOR FILING

F-300 (8)

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 26, 1956

(CONTRACT NO.) 4642
4642

(EST. NO.)
2-Final

(CONTRACTOR)
Hamilton and Thoms

(VOUCHER NO.)
27663

(WARRANT NO.)
H-168715

(AMOUNT)
$ 6,982.18

(DATE)
12/26/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Dec. 31, 1956

Time Extensions: none

Completion Date: Nov. 9, 1956

Date Accepted: Dec. 17, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-27-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: DEC 27 1956
Ruth Rawlings

RECEIVED
DEC 10 1956
FOR FILING

[illegible]

[illegible]

December 7, 1956

CERTIFIED MAIL

Seaboard Surety Company
Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Gentlemen:

State Highway Contract No. 4642 for constructing South Yamhill River Bridge and the East Sheridan Overcrossing on the Salmon River Highway in Yamhill County was completed by the contractor, Hamilton & Thoms, on November 9, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $6,982.18 will be released to the contractor after acceptance by the Commission. The total contract amount is $212,914.63 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Seaboard Surety Co.
75 Maiden Lane
New York 38, N. Y.

NOTED ON CARD

RECEIVED
DEC 10 1956
FOR FILING

F 200 (8)

4642

December 7, 1956

CERTIFIED MAIL

Seaboard Surety Company
Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Gentlemen:

State Highway Contract No. 4642 for constructing South Yamhill River Bridge and the East Sheridan Overcrossing on the Salmon River Highway in Yamhill County was completed by the contractor, Hamilton & Thoms, on November 9, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $6,982.18 will be released to the contractor after acceptance by the Commission. The total contract amount is $212,914.63 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Seaboard Surety Co.
75 Maiden Lane
New York 38, N. Y.

NOTED ON CARD

RECEIVED
NOV 30 1956
FOR FILING

[illegible]

4642

CERTIFIED MAIL

November 30, 1956

Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Hamilton & Thoms in connection with contract No. 4642, for constructing the South Yamhill River Bridge and the East Sheridan Overcrossing on the Salmon River Highway in Yamhill County. This payment in the amount of $11,234.77 will be released to the contractor on or after December 10, 1956. The retained percentage is $6,369.05.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Assistant Secretary

gl

cc: Seaboard Surety Company
75 Maiden Lane
New York 38, N. Y.

NOTED ON CARD

gl

CPR8-2053

Form PR 2 (Revised 1950)

State Oregon
Project No. F-300(8)

F-300(8)
4642

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

Memorandum of Agreement made this 20th day of June, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 27th day of December 1955, a program, which was approved on the 6th day of January, 1956, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 15th day of February, 1956, and the sum of one hundred forty-one thousand and 00/100 dollars ($141,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-6

A4.63

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 556+15 and 568+74.21 east of Sheridan

, length 0.132 miles, in Yamhill County,

being Oregon project No. F-300(8), consisting of 0.000 miles of

roadway and two bridges, each of more than 20 feet clear span, 0.132 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred forty-one thousand and 00/100 dollars ($ 141,000.00), which does not exceed the authorized Federal pro rata share of two hundred twenty-eight thousand, three hundred sixty-five and 50/100 dollars ($ 228,365.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

RECOMMENDED FOR APPROVAL

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By

Division Engineer,
Bureau of Public Roads.

Oregon State Highway Department

Federal Aid Project
No. F-300(8)

WALLACE BRIDGE-SHERIDAN UNIT (STRUCTURES)

ON THE SALMON RIVER HIGHWAY IN YAMHILL COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1956

Type Code X021
South Yamhill River Bridge (Sta. 556+15 to Sta. 560+54)(Contract No. 4642)

All Required	Shoring, Cribbing, Etc.		$ 7,500.00
920 cu. yds.	Structural Excavation	$ 5.00	4,600.00
50 cu. yds.	Excavation Below Elevation Shown	15.00	750.00
325 lin. ft.	Furnish Cast-in-Place Concrete Piling	4.50	1,462.50
11 only	Drive Steel Casings	40.00	440.00
1,420 cu. yds.	Class "A" Concrete	70.00	99,400.00
275,000 lbs.	Metal Reinforcement	0.11	30,250.00
25 lin. ft.	8-inch Metal Drain Pipe	3.50	87.50
			$144,490.00

Type Code X221
East Sheridan Overcrossing (Sta. 566+15.21 to Sta. 568+74.21)(Contract No. 4642)

100 Cu. Yds.	Structural Excavation	$ 5.00	$ 500.00
1,560 lin. ft.	Furnish Treated Timber Piling	1.50	2,340.00
52 only	Drive Timber Piles	30.00	1,560.00
600 cu. yds.	Class "A" Concrete	70.00	42,000.00
135,000 lbs.	Metal Reinforcement	0.11	14,850.00
30 lin. ft.	8-inch Metal Drain Pipe	3.50	105.00
320 lin. ft.	Furnish Cast-in-Place Concrete Piling	4.50	1,440.00
8 only	Drive Steel Casings	40.00	320.00
			$ 63,115.00

Subtotals	$207,605.00
10% Engr. & Cont.	20,760.50
	$228,365.50

Length of 2 Structures 0.132 mile

Federal Funds- -	$141,000.00
State Funds- -	87,365.50
	$228,365.50

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. F-300(8)

WALLACE BRIDGE-SHERIDAN UNIT (STRUCTURES)

ON THE SALMON RIVER HIGHWAY IN YAMHILL COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Feb. 15, 1956

Type Code X021
South Yamhill River Bridge (Sta. 556+15 to Sta. 560+54)

All Required	Shoring, Cribbing, Etc.		$ 15,000.00
920 cu. yds.	Structural Excavation	$ 7.50	6,900.00
50 cu. yds.	Excavation Below Elevation Shown	10.00	500.00
325 lin. ft.	Furnish Cast-in-Place Concrete Piling	6.00	1,950.00
11 only	Drive Steel Casings	45.00	495.00
1,420 cu. yds.	Class "A" Concrete	67.50	95,850.00
275,000 lbs.	Metal Reinforcement	0.12	33,000.00
25 lin. ft.	8-inch Metal Drain Pipe	4.00	100.00
			$153,795.00

Type Code X221
East Sheridan Overcrossing (Sta. 566+15.21 to Sta. 568+74.21)

100 cu. yds.	Structural Excavation	$ 5.00	$ 500.00
1,560 lin. ft.	Furnish Treated Timber Piling	1.50	2,340.00
52 only	Drive Timber Piles	45.00	2,340.00
600 cu. yds.	Class "A" Concrete	67.50	40,500.00
135,000 lbs.	Metal Reinforcement	0.12	16,200.00
30 lin. ft.	8-inch Metal Drain Pipe	4.00	120.00
320 lin. ft.	Furnish Cast-in-Place Concrete Piling	6.00	1,920.00
8 only	Drive Steel Casings	45.00	360.00
			$ 64,280.00
	Subtotal		218,075.00
	10% Engr. & Cont.		21,807.50
	Total		$239,882.50

Length of 2 Structures 0.132 mile

Federal Funds	$145,000.00
State Funds	94,882.50
	$239,882.50

Oregon State Highway Department

Federal Aid Project
No. F-300(8)

WALLACE BRIDGE-SHERIDAN UNIT (STRUCTURES)

ON THE SALMON RIVER HIGHWAY IN YAMHILL COUNTY

(Estimate as a basis for project agreement. Based on low bid prises.)

Salem, Oregon, April 12, 1956

Type Code X021
South Yamhill River Bridge (Sta. 556+15 to Sta. 560+54)(Contract No. 4642)

All Required	Shoring, Cribbing, Etc.		$ 7,500.00
920 cu. yds.	Structural Excavation	$ 5.00	4,600.00
50 cu. yds.	Excavation Below Elevation Shown	15.00	750.00
325 lin. ft.	Furnish Cast-in-Place Concrete Piling	4.50	1,462.50
11 only	Drive Steel Casings	40.00	440.00
1,420 cu. yds.	Class "A" Concrete	70.00	99,400.00
275,000 lbs.	Metal Reinforcement	0.11	30,250.00
25 lin. ft.	8-inch Metal Drain Pipe	3.50	87.50
			$144,490.00

Type Code X221
East Sheridan Overcrossing (Sta. 566+15.21 to Sta. 568+74.21)(Contract No. 4642)

100 Cu. Yds.	Structural Excavation	$ 5.00	$ 500.00
1,560 lin. ft.	Furnish Treated Timber Piling	1.50	2,340.00
52 only	Drive Timber Piles	30.00	1,560.00
600 cu. yds.	Class "A" Concrete	70.00	42,000.00
135,000 lbs.	Metal Reinforcement	0.11	14,850.00
30 lin. ft.	8-inch Metal Drain Pipe	3.50	105.00
320 lin. ft.	Furnish Cast-in-Place Concrete Piling	4.50	1,440.00
8 only	Drive Steel Casings	40.00	320.00
			$ 63,115.00

Subtotals	$207,605.00
10% Engr. & Cont.	20,760.50
	$228,365.50

Length of 2 Structures 0.132 mile

Federal Funds- -	$141,000.00
State Funds- -	87,365.50
	$228,365.50

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. F-300(8)

WALLACE BRIDGE-SHERIDAN UNIT (STRUCTURES)

ON THE SALMON RIVER HIGHWAY IN YAMHILL COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Feb. 15, 1956

Type Code X021
South Yamhill River Bridge (Sta. 556+15 to Sta. 560+54)

All Required	Shoring, Cribbing, Etc.		$ 15,000.00
920 cu. yds.	Structural Excavation	$ 7.50	6,900.00
50 cu. yds.	Excavation Below Elevation Shown	10.00	500.00
325 lin. ft.	Furnish Cast-in-Place Concrete Piling	6.00	1,950.00
11 only	Drive Steel Casings	45.00	495.00
1,420 cu. yds.	Class "A" Concrete	67.50	95,850.00
275,000 lbs.	Metal Reinforcement	0.12	33,000.00
25 lin. ft.	8-inch Metal Drain Pipe	4.00	100.00
			$153,795.00

Type Code X221
East Sheridan Overcrossing (Sta. 566+15.21 to Sta. 568+74.21)

100 cu. yds.	Structural Excavation	$ 5.00	$ 500.00
1,560 lin. ft.	Furnish Treated Timber Piling	1.50	2,340.00
52 only	Drive Timber Piles	45.00	2,340.00
600 cu. yds.	Class "A" Concrete	67.50	40,500.00
135,000 lbs.	Metal Reinforcement	0.12	16,200.00
30 lin. ft.	8-inch Metal Drain Pipe	4.00	120.00
320 lin. ft.	Furnish Cast-in-Place Concrete Piling	6.00	1,920.00
8 only	Drive Steel Casings	45.00	360.00
			$ 64,280.00
		Subtotal	218,075.00
		10% Engr. & Cont.	21,807.50
		Total	$239,882.50

Length of 2 Structures 0.132 mile

Federal Funds -	$145,000.00
State Funds- -	94,882.50
	$239,882.50

CEIVED
PR 2 - 1956
OR FILING

4642

April 2, 1956

Hamilton & Thoms
Box 726
Eugene, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4642, which was awarded to you by the State Highway Commission on March 2, for constructing South Yamhill River Bridge and East Sheridan Overcrossing on the Salmon River Highway in Yamhill County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
MAR 5 - 1956
FOR FILING

F-300(1)
4642

March 5, 1956

Hamilton and Thoma
P. O. Box 726
Eugene, Oregon

Gentlemen:

The State Highway Commission on March 2, 1956 awarded to you State Highway Contract No. 4642 for construction of two reinforced concrete structures on relocated Valley-Junction-Sheridan Section of Salmon River Highway in Yamhill County.

This award was based on your bid of $207,605.00, which was the low bid submitted to the Commission on that day for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc; Forrest Cooper
S. H. Probert
R. G. Savage, SIAC
P. M. Stephenson

File

RECEIVED
MAR 7 - 1956
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT
F-300(8)
4642

08-35

March 2, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 4642 for two structures on Oregon Project F-300(8), Wallace Bridge-Sheridan Unit of the Salmon River Highway, to Hamilton and Thoms, of Eugene, Oregon, low bidder in the amount of $207,605.00 at the March 2, 1956 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
[illegible] 7 1956
OREGON
STATE HIGHWAY COMMISSION

S-311(1) Muddy Cr. School-Haines Jct. 1956
S-168(2) and Middle Unit

Form A-180—10M—6-57

V. A. [illegible]

NOTED
Harold C. Ayers

INVOICE
Oregon State Highway Department
SALEM, OREGON

Invoice No. 53729

Date December 10, 1957

Your Req. No.

Billing Request No. cc 373

Credit Distribution: 501-1029-297

Baker County
Baker, Oregon

Attn: County Court

RECEIVED
DEC 12 1957

Final Billing, Middle Unit, Rock Creek-Haines and Muddy Creek School-Haines Junction Sections, FAS 507 & 508, covered by agreement dated 2/20/56.

Original advance deposit	15,900.00	
Less amount previously transferred	9,900.00	
Balance in advance deposit fund		6,000.00
County share total cost as per attached statement	12,100.07	
Less amount previously transferred	9,900.00	
Balance		2,200.07
To be retained		$3,799.93

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $..................

By ....

State Printing 4396

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
V. R. JONES

December 10, 1957

Baker County Court
Courthouse
Baker, Oregon

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Gentlemen:

Final costs are now available for the Middle Unit, Rock Creek-Haines and Muddy Creek School-Haines Junction sections of FAS 507 and 508. As shown in the attached statement, a refund of $3,799.93 is due the County. This refund is being retained in accordance with your request and applied towards the advance deposit required for the Wingville section of FAS 506.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

Completed 7/16/57

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County Baker Contract No. 4643 Date

FAS 507 and 508 Section Middle Unit, Rock Creek-Haines Junction and Muddy Creek School-Haines Junction

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
1. Coarse crushed mat'l. in base	c.y.	$ 2.50	5,427	$13,567.50
2. 3/4"-0" material in base	c.y.	2.60	3,616	9,401.60
3. Sprinkling	M/gal.	2.50	85.5	213.75
4. Preparation of base	mile	200.00	3.81	762.00
5. 3/4"-0" mat'l. in binder course	c.y.	4.00	527	2,108.00
6. Furnish & place aggregates	c.y.	4.00	2,346	9,384.00
7. MC-2 asphalt	ton	50.00	71.45	3,572.50
8. 150-200 asphalt	ton	50.00	167.33	8,366.50
9. RS-1 asphalt	ton	50.00	48.06	2,403.00
Flagging				149.31
Subtotal				$49,928.16
Construction Engineering . . .				3,771.91
TOTAL CONSTRUCTION COSTS . . .				$53,700.07
FEDERAL FUNDS COLLECTED FOR PROJECT				$31,200.00

AGREED COUNTY SHARE OF TOTAL COSTS

($52,000 - $31,200) x 1/2	=	$10,400.00
$53,700.07 - $52,000	=	1,700.07
Total.	=	$12,100.07
County Advance Deposit	=	$15,900.00
Less County Share Costs		12,100.07
REFUND DUE COUNTY	=	$ 3,799.93

JFH:mm

RECEIVED
OCT 21 1957
FOR FILING

W. C Williams

W. C. WILLIAMS

FINAL COST ANALYSIS

Oiling
Babler Bros., Inc.
Kevin Laughlin, Resident Engineer

Muddy Cr. Sch.-Haines Jctn. Sec.
& Middle Unit, Rock Cr.-Haines
Contract # 4643

October 16, 1957
Muddy Cr. Rd. & Rock Cr. Rd.
Prefix #501-1029

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Rev.
*Coarse Cr. Mat'l in Base	5,427	C.Y.	$ 2.50	$ 2.60	$14,096.88	$13,567.50
3/4"-0 Material in Base	3.616	C.Y.	2.60	2.59	9,361.34	9,401.60
Sprinkling	85.5	M/Gal.	2.50	2.61	223.43	213.75
Preparation of Base	3.81	Mile	200.00	53.70	204.61	762.00
3/4"-0 Mat'l in Binder Course	527	C.Y.	4.00	2.66	1,400.41	2,108.00
Furnishing & Placing Aggregates	2,346	C.Y.	4.00	3.11	7,308.75	9,384.00
MC-2 Asphalt	71.45	Ton	50.00	41.49	2,965.17	3,572.50
150-200 Asphalt	167.33	Ton	50.00	41.05	6,868.48	8,366.50
RS-1 Asphalt	48.06	Ton	50.00	43.72	2,101.58	2,403.00
Force Account	(State participation of flagging)				259.67	149.31
					$44,790.32	$49,928.16

	Gr. Rev.	T. Cost	Profit	%Profit
Babler Bros., Inc.	$32,824.41	28,672.53	4,151.88	12.64
Nick Toole Crushing	17,103.75	16,117.79	985.96	5.76
	$49,928.16	$44,790.32	$5,137.84	10.29%

*Note: Materials furnished by Nick Toole Crushing Co.

Contract #4643
Babler Bros., Inc.

Item	Quantity	Unit	Babler Share of Unit Bid	Unit Cost	Total Cost	Gross Revenue
Coarse Cr. Mat'l in Base	5,427	C.Y.	$ 1.25	$ 1.24	$6,756.22	$6,783.75
3/4"-0 Mat'l. in Base	3,616	C.Y.	1.10	1.23	4,470.28	3,977.60
Sprinkling	85.5	M/Gals.	2.50	2.61	223.43	213.75
Preparation of Base	3.81	Mile	200.00	53.70	204.61	762.00
3/4"-0 Mat'l. in Binder Course	527	C.Y.	2.50	1.30	687.58	1,317.50
Placing Aggregates	2,346	C.Y.	2.25	1.76	4,135.51	5,278.50
MC-2 Asphalt	71.45	Ton	50.00	41.49	2,965.17	3,572.50
150-200 Asphalt	167.33	Ton	50.00	41.05	6,868.48	8,366.50
RS-1 Asphalt	48.06	Ton	50.00	43.72	2,101.58	2,403.00
Force Account (State participation, flagging)					259.67	149.31
					$28,672.53	$32,824.41

Gross Revenue	$32,824.41
Total Cost	28,672.53
Net Profit	$ 4,151.88

Net profit equals 12.64% of gross revenue.

Muddy Cr. School-Haines Jctn.
Babler Bros., Inc.

Detail of Costs

LABOR				
Labor and Supervision		$4,904.29		
Labor Insurance		356.51		
Health and Welfare		141.64		
			$5,402.44	
EQUIPMENT RENTAL & MISC. SUPPLIES				
Equipment rental, owned		$3,690.82		
Equipment rental, hired		6,536.81		
Gas, oil, and grease		1,687.86		
Small tools and misc. supplies		303.30		
Bond and insurance		208.86		
Freight and hauling		99.30		
Freight on asphalt		3,449.55		
Home office and general overhead		216.97		
			$16,193.47	
MATERIALS				
MC-2 asphalt	71.45 ton at 26.25	$1,875.57		
150-200 asphalt	161.33 ton at 24.37	3,932.27		
RS-1 asphalt	48.06 ton at 26.39	1,268.78		
			$7,076.62	
				$28,672.53

Muddy Cr. School-Haines Jctn.
Babler Bros., Inc.

Detail of Costs

LABOR

Labor and Supervision	$4,904.29	
Labor Insurance	356.51	
Health and Welfare	141.64	
		$5,402.44

EQUIPMENT RENTAL & MISC. SUPPLIES

Equipment rental, owned	$3,690.82	
Equipment rental, hired	6,536.81	
Gas, oil, and grease	1,687.86	
Small tools and misc. supplies	303.30	
Bond and insurance	208.86	
Freight and hauling	99.30	
Freight on asphalt	3,449.55	
Home office and general overhead	216.97	
		$16,193.47

MATERIALS

MC-2 asphalt	71.45 ton at 26.25	$1,875.57		
150-200 asphalt	161.33 ton at 24.37	3,932.27		
RS-1 asphalt	48.06 ton at 26.39	1,268.78		
			$7,076.62	
				$28,672.53

Crushing Breakdown
Contract #4643
Nick Toole, Crushing Contractor

Item	Quantity	Unit	Cost	Unit Cost
Move in and set up	11,916	C.Y.	$2,277.32	$0.191
Stripping	11,916	C.Y.	396.53	0.033
Feed to Crusher	11,916	C.Y.	2,647.04	0.222
Crushing	11,916	C.Y.	8,524.58	0.715
Haul to Stockpile	11,916	C.Y.	1,169.52	0.097
Stockpiling	11,916	C.Y.	1,102.80	0.093
Total Cost in Stockpile	11,916	C.Y.	$16,117.79	$1.352

Crushing plant operated 197.5 hours for an average production of 60.33 cubic yards per working hour.

Crushed rock material obtained from a county-owned gravel deposit approximately 4 miles south of Station 75+00 on the Rock Creek-Haines section of Rock Creek Road.

Contract #4643

Nick Toole Crushing

			To Contractor by Toole			
Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Coarse Crushed Mat'l in Base	5,427	C.Y.	$1.25	1.352	$7,340.66	$6,783.75
3/4"-0 Mat'l. in Base	3,616	C.Y.	1.50	1.352	4,891.06	5,424.00
3/4"-0 Mat'l. in Binder Cse.	527	C.Y.	1.50	1.352	712.83	790.50
Furnish Aggregates	2,346	C.Y.	1.75	1.352	3,173.24	4,105.50
					$16,117.79	$17,103.75

Gross Revenue	$17,103.75
Total Cost	16,117.79
Net Profit	$ 985.96

Net profit equals 5.76% of gross revenue.

Muddy Cr. School-Haines Jctn.
Nick Toole Crushing
Detail of Cost

LABOR:			
Labor and supervision	$4,710.32		
Labor insurance	419.43		
		$5,129.75	
EQUIPMENT RENTAL & MISC. SUPPLIES			
Equipment rental, owned	$5,818.27		
Gas, oil and grease	1,359.56		
Freight	581.31		
Small tools and misc. supplies	625.52		
Bond	135.00		
PL and PD	300.00		
Royalties	200.00		
Home office and general overhead	1,968.38		
		$10,988.04	
			$16,117.79

REMARKS:

This was a "Federal Aid Secondary Project" consisting of the construction of 3.81 miles of stone base and shoulders, involving 9,043 cubic yards of crushed materials and the construction of 3.81 miles of type 0-11 oil mat wearing surface.

This project was bid and awarded March 1, 1956, and completed July 16, 1957.

N. A. Toole, crushing contractor started crushing 1½"-0 base material on Thursday, April 19, 1956. Crushing plant was operated on two eight-hour shifts throughout the entire crushing time. Production of 1½"-0 was completed Tuesday morning, April 23. Change over to 3/4"-0 was made and crushing resumed that same evening. Production of 3/4"-0 was completed May 2. Production of oil aggregates was started the same day. Entire crushing phase was completed May 15, after several delays due to wet weather and one breakdown.

The prime contractor started hauling and placing coarse base rock on Middle Unit, Rock Creek-Haines Section Thursday, October 4, 1956, using Transport Service Truck Trains. Two eight-hour shifts each day were used in an attempt to finish before bad weather set in. The second week, the contractor ran twenty-four hours per day, but operations were not continuous because of inclement weather.

Base course was completed on both sections and the binder placed with the exception of the area between Sta. 88+00 and 139+00, which had to be left until the next oiling season.

The contractor resumed work on Tuesday, July 2, 1957, patched the binder placed last year and finished the rest of the binder course; then began the oil mat and completed the balance of the project on July 17, 1957.

A fair profit was made by both the prime contractor and the crushing contractor. The prime contractor's profit was due to the expedient method of placing the crushed material and the rapid completion of the oil mat.

M. N. Juve
Chief Cost Analyst

By

Gordon K. Hanson

[illegible]-57

FAS 502 County [illegible] Contract No.

Section

Location [illegible]

37-C-131

37-C-131

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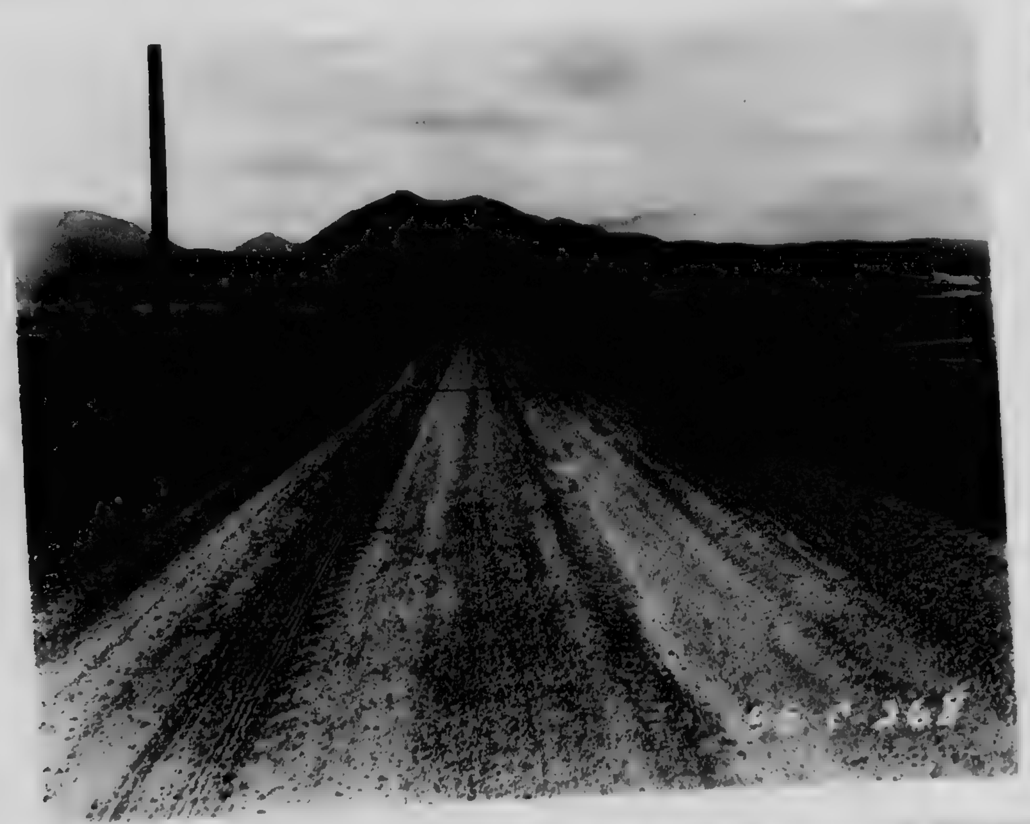

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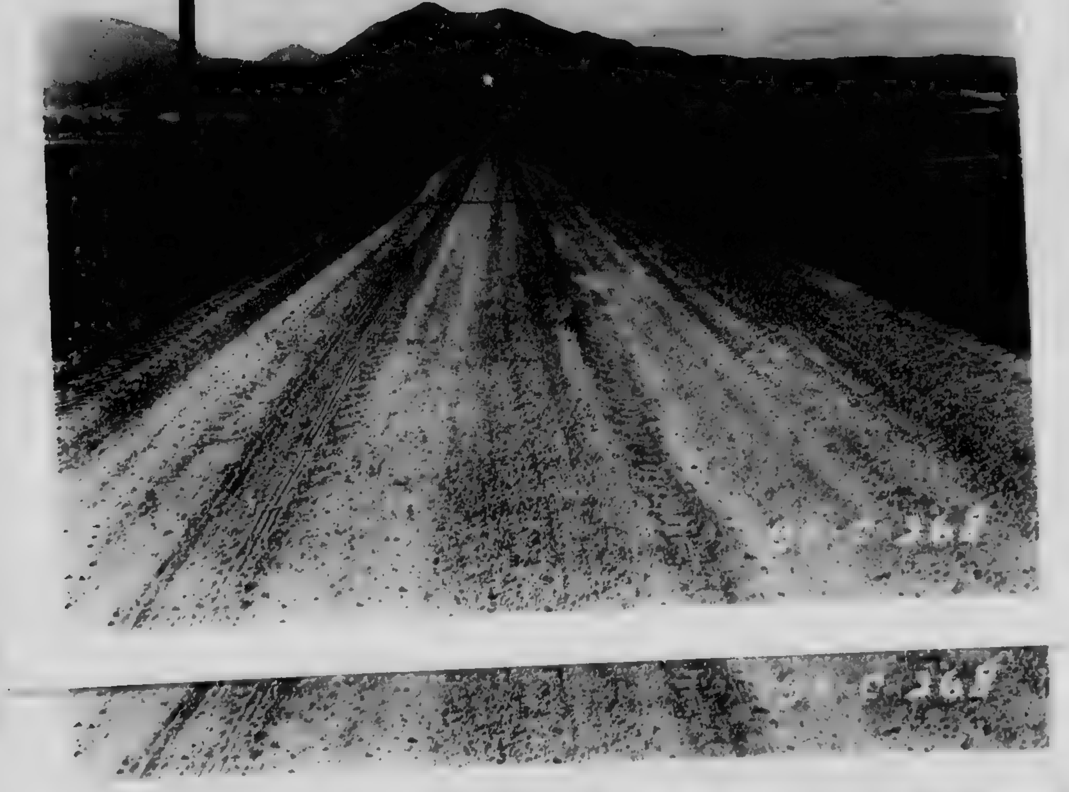
10-?-57

FAS 502 County Butler Contract No.

Section

Location [illegible]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RECEIVED
SEP 1957
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 20, 1957

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4643	7 Final	Bablor Bros., Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21523	H192141	$1,695.91	Sept. 20, 1957

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1956
Time Extensions: July 16, 1957
Completion Date: July 16, 1957
Date Accepted: Aug. 8, 1957
Penalties: None of record
Claims: None of record
Remarks:

Date: Sept. 23, 1957

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 24 1957

NOTED ON CARD
em

RECEIVED
SEP 11 195

~~FOR FILING~~
S-311(1)
S-168(2)
4643

September 10, 1957

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S.W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

State Highway Contract No. 4643 ~~for~~ work performed on the Muddy Creek School-Haines Jct. & Middle Unit, Rock Creek-Haines Section of the Muddy Creek and Rock Creek Roads in Baker County was completed by the contractor, Bubler Bros., Inc., Portland, on July 16, 1957 and was formally accepted by the Highway Commission on August 8, 1957.

Final payment in the amount of $1,625.91 will be released to the contractor on or after September 20, 1957. The total contract amount is $49,928.16, of which amount $149.31 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

fp

Noted on card

RECEIVED
AUG 12 1957
FOR FILING

August 12, 1957

Rebler Bros., Inc.
1617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on August 8 had under discussion your request for an extension of time from August 31, 1956 to Sept. 15, 1957 within which to complete your Contract No. 1641, for oiling on the Muddy Creek School-Haines Jct. & Middle Unit, Rock Creek-Haines Section of the Muddy Creek and Rock Creek Roads in Baker County.

The Highway Commission granted an extension of time to July 16, 1957, the actual completion date of the project. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Tom Edwards
A. F. Parson
Kevin Laughlin

RECEIVED
AUG 2 1957
FOR FILING

[illegible]
[illegible]
4643

August 2, 1957

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attn.: Mr. G. H. Burnett

Gentlemen:

It is the intention of the State Highway Commission to release to Babler Brothers, Inc., a portion of the funds heretofore retained by the Commission on Contract No. 4643, for oiling on the Muddy Creek School-Haines Junction and Middle Unit, Rock Creek-Haines Section of the Muddy Creek and Rock Creek Roads in Baker County.

This payment, in the amount of $15,747.87, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,493.88. The present payment will be released on or after August 12, 1957.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

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NOTED ON CARD
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RECEIVED
JUL 22 1957
FOR FILING

S-311 (1)
S-168 (2)
4643

July 19, 1957

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 16, 1957, on Contract No. 4643, Muddy Creek School-Haines Jct. and Middle Unit, Rock Creek-Haines Section, in Baker County, in connection with Federal Aid Project No. S-311(1), S-168(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc: Clarence G. Swenson

DBP:cr

Form E-1—10M—6-50

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 19, 19 57

Section Muddy Creek School-Haines Jct. & Middle Unit, Rock Creek-Haines

Kind of work Oiling

Highway Muddy Creek & Rock Creek Roads

Section prefix 501-1029

Contractor Babler Bros., Inc.

Contract number 4643

Date of contract March 6, 19 56

Date of completion Aug. 31, 19 56

Date work started April 19, 19 56

Estimated date of completion July 16, 19 57

Project authorization $ 57,540.38

Exclusive of Engineering $ 53,448.62

Per cent of time elapsed Over %

Estimated cost of completed project, exclusive of engineering $ 49,976.50

Estimated per cent [redacted] underrun 6.5 %

Per cent of contract completed, based on total contract price 93.5 %

Engineering authorization $ 4,091.76

Engineering cost to date $ 3,751, 92 %

Date project was completed July 16, 19 57

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

FINAL REPORT

Contractor maintained project through Tuesday (7-16-57) and all equipment was moved to another project.

All quantities have been calculated and checked with the exception of flagging time - semi final estimate will be submitted as soon as the contractor's charges are received.

NOTED
FORREST COOPER

CONSTRUCTION DIVISION
RECEIVED
JUL 22 1957
NOTED-- ☒ ☒ ☒ ☐ ☒
CE ACE ACE

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed Kevin Laughlin
Kevin Laughlin, Resident Engineer

Address Rand Building, Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 96633

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed		3.81		3.81	
Miles completed					
Total estimated quantities (contract)		3.81		3.81 300 tons	
Total quantities corrected to date		9,300		2,800 c.y. 286.84 tons	
Estimated quantities moved or placed to date		9,043		2,873 c.y. 286.84 tons	
Average daily quantities		9,043		2,873 c.y.	
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men	1
Supervision	
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
JUL 22 1957
FOR FILING

X-311 (1)4
X 168 (2)
4643

July 19, 1957

Request for extension of time
No. 3
August 8 and 9 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Babler Brothers, Inc. for an extension of time on the Muddy Creek School-Haines and Middle Unit, Rock Creek-Haines Section, Contract No. 4643, from August 31, 1956 to September 15, 1957.

This project was awarded March 3, 1956, and the contractor started crushing the necessary aggregates on April 19 and completed the crushing May 1. However, Baker County was doing the grading on these sections, and the contractor was advised that it was anticipated that the County would complete its work by July 15. The County did not complete its work until the first of October, and the contractor immediately started placing base course, completing this work on October 15, and placed a binder course over the base to carry traffic through the winter. Because of the lateness of the season, the contractor was unable to complete the oiling work until this spring. When suitable weather was available this spring he immediately started his oiling and actually completed the project on July 16, 1957.

Since the overrun was not the fault of the contractor, I recommend that the extension be granted to and including July 16, 1957, without penalty. This is not a liquidated damage contract.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.
cc Mr. Tom Edwards

EAP:ob hi

RECEIVED
JUL 22 1957
FOR FILING

F-311(11)
F-168(2)
4643

July 19, 1957

Request for extension of time
No. 3
August 8 and 9 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Babler Brothers, Inc. for an extension of time on the Muddy Creek School-Haines and Middle Unit, Rock Creek-Haines Section, Contract No. 4643, from August 31, 1956 to September 15, 1957.

This project was awarded March 3, 1956, and the contractor started crushing the necessary aggregates on April 19 and completed the crushing May 1. However, Baker County was doing the grading on these sections, and the contractor was advised that it was anticipated that the County would complete its work by July 15. The County did not complete its work until the first of October, and the contractor immediately started placing base course, completing this work on October 15, and placed a binder course over the base to carry traffic through the winter. Because of the lateness of the season, the contractor was unable to complete the oiling work until this spring. When suitable weather was available this spring he immediately started his oiling and actually completed the project on July 16, 1957.

Since the overrun was not the fault of the contractor, I recommend that the extension be granted to and including July 16, 1957, without penalty. This is not a liquidated damage contract.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.
cc Mr. Tom Edwards

EAP:cb hi

RECEIVED
APR 9 - 1957
FOR FILING

J- 31(1)+

4643

SHELL OIL COMPANY
1220 S. W. MORRISON STREET
PORTLAND 5, OREGON

TELEPHONE CAPITOL 8-7321

April 2, 1957

Babler Bros., Inc.
4617 S. E. Milwaukie
Portland, Oregon

Hanna

Gentlemen:

The Oregon State Highway Commission have in 1957 discontinued the following grades of Penetration Paving Asphalts - 100-120 Pen. and 150-200 Pen. Their current specifications include the following Penetration Grades: 60-70, 85-100, 120-150, and 200-300 Pen. Asphalt, which are the only products we have available for normal shipment.

It is noted that your contract No. 4643 with the Oregon State Highway Commission calls for 168 tons of 150-200 Penetration Paving Asphalt.

In order to eliminate any possible delays in shipment, it is suggested that you contact the engineer in charge of this job to determine which of the available grades they wish to substitute for the discontinued grade called for in the specifications.

Upon hearing from you in this regard, we will complete the necessary details in this office to expedite shipments upon your request.

Yours very truly,

K. R. Blee
K. R. Blee
Asphalt Manager

Apr. 5, 1957
O.S.H.C.
Please advise.
Babler Bros., Inc.
R H Richards
R. H. [illegible]

CPRS-2047

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Ore.
County Baker
Project No. S-311(1)

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

(1)

4643

MEMORANDUM OF AGREEMENT made this 20th day of June, 19 56, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 6th day of February, 19 56, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 2.667 miles of 2-lane intermediate type surfacing
(Character of work)

between FAS-503 approximately 3.5 miles northwest of Haines and a junction with FAS-507 north of Rock Creek,
(Control points)

consisting of 2.667 miles of roadway and no (Number) bridges ~~totaling ______ miles in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of twenty-two thousand, two hundred and 00/100 dollars ($ 22,200.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is thirty-nine thousand, three hundred seven and 40/100 dollars ($ 39,307.40).

CPRS-2047

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State Ore.
County Baker
Project No. S-311(1)

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

4645 MEMORANDUM OF AGREEMENT made this 20th day of June, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 6th day of February, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 2.667 miles of 2-lane intermediate type surfacing
(Character of work)

between FAS-503 approximately 3.5 miles northwest of Haines and a junction with FAS-507 north of Rock Creek,
(Control points)

consisting of 2.667 miles of roadway and no (Number) bridges* ~~totaling ________ miles in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of twenty-two thousand, two hundred and 00/100 dollars ($22,200.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is thirty-nine thousand, three hundred seven and 40/100 dollars ($39,307.40).

PAYMENTS

ARTICLE IV. – As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer, Bureau of Public Roads

—33205

Oregon State Highway Department

Federal Aid Secondary
Project No. S-311(1)

MUDDY CREEK SCHOOL-HAINES JUNCTION SECTION
OF THE MUDDY CREEK ROAD IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1956

Type Code 5231
Roadway (Sta. -1+80 to Sta. 139+00)(Contract No. 4643)

4,000 cu. yds.	Coarse Crushed Material in Base	$ 2.50	$ 10,000.00
2,500 cu. yds.	3/4" - 0 Material in Base	2.60	6,500.00
160 M-gal.	Sprinkling	2.50	400.00
2.67 miles	Preparation of Base	200.00	534.00
350 cu. yds.	3/4" - 0 Material in Binder Course	4.00	1,400.00
1,600 cu. yds.	Furnishing and Placing Aggregates	4.00	6,400.00
56 tons	MC-2 Asphalt	50.00	2,800.00
118 tons	150-200 Asphalt	50.00	5,900.00
36 tons	RS-1 Asphalt	50.00	1,800.00
	Subtotal		$ 35,734.00
	10% Engr. & Cont.		3,573.40
	Total		$ 39,307.40

Length of Roadway 2.667 miles
Cost of Roadway per mile $14,738.43

Federal Funds- -	$ 22,200.00
State Funds- -	7,800.00
County Funds- -	9,307.40
	$ 39,307.40

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Baker County.

CPR 8 - 2060

FORM PR 3 (October 1954)

State Ore[illegible]
County Baker
Project No. S-168(2)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

S-311 (1)

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

4645

MEMORANDUM OF AGREEMENT made this 20th day of June, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 6th day of February, 1956, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 1.143 miles of 2-lane intermediate type surfacing (Character of work)

between Haines and Rock Creek (Control points)

consisting of 1.143 miles of roadway and no (Number) bridges ~~totaling~~ XXXXXXXXXXXXXXXXXXXXXXX XXXXX

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of nine thousand and 00/100 dollars ($ 9,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is sixteen thousand, nine hundred fifty four and 30/100 dollars ($ 16,954.30).

PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer, Bureau of Public Roads

—33205

Oregon State Highway Department

Federal Aid Secondary
Project No. S-168(2)

MIDDLE UNIT, BUCK CREEK-HAINES SECTION OF THE

BUCK CREEK ROAD IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1956

Type Code 5231
Roadway (Sta. 75+00 to Sta. 133+00)(Contract No. 4643)

1,700 cu. yds.	Course Crushed Material in Base	$2.50	$ 4,250.00
1,100 cu. yds.	3/4" - 0 Material in Base	2.60	2,860.00
70 M-gal.	Sprinkling	2.50	175.00
1.14 mile	Preparation of Base	200.00	228.00
150 cu. yds.	3/4" - 0 Material in Binder Course	4.00	600.00
700 cu. yds	Furnishing and Placing Aggregates	4.00	2,800.00
24 tons	MC-2 Asphalt	50.00	1,200.00
50 tons	150-200 Asphalt	50.00	2,500.00
16 tons	RS-1 Asphalt	50.00	800.00
	Subtotal		$ 15,413.00
	10% Engr. & Cont.		1,541.30
	Total		$ 16,954.30

Length of Roadway 1.143 Miles
Cost of Roadway Per Mi. $14,833.15

Federal Funds..	$ 9,000.00
State Funds..	3,000.00
County Funds..	4,954.30
	$ 16,954.30

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Baker County.

CPR 8 - 2060

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

S-311 (1)

4645

State Oreg[illegible]
County Baker
Project No. S-168(2)

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 20th day of June, 1956, by and between The Oregon State Highway Commission constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 6th day of February, 1956, for the project hereinafter described; and

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NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 1.143 miles of 2-lane intermediate type surfacing
(Character of work)

between Haines and Rock Creek
(Control points)

consisting of 1.143 miles of roadway and no (Number) bridges

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of nine thousand and 00/100 dollars ($ 9,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is sixteen thousand, nine hundred fifty four and 30/100 dollars ($ 16,954.30).

PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer, Bureau of Public Roads

—33205

JUN 1 1956

Oregon State Highway Department

Federal Aid Secondary
Project No. S-168(2)

MIDDLE UNIT, BUCK CREEK-HAINES SECTION OF THE
BUCK CREEK ROAD IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Type Code 5231
Roadway (Sta. 75+00 to Sta. 133+00)(Contract No. 4643)

Salem, Oregon, April 12, 1956

1,700 cu. yds.	Coarse Crushed Material in Base	$2.50	$ 4,250.00
1,100 cu. yds.	3/4" - 0 Material in Base	2.60	2,860.00
70 M-gal.	Sprinkling	2.50	175.00
1.14 mile	Preparation of Base	200.00	228.00
150 cu. yds.	3/4" - 0 Material in Binder Course	4.00	600.00
700 cu. yds	Furnishing and Placing Aggregates	4.00	2,800.00
24 tons	MC-2 Asphalt	50.00	1,200.00
50 tons	150-200 Asphalt	50.00	2,500.00
16 tons	RS-1 Asphalt	50.00	800.00
	Subtotal		$ 15,413.00
	10% Engr. & Cont.		1,541.30
	Total		$ 16,954.30

Length of Roadway 1.143 Miles
Cost of Roadway Per Mi. $14,833.15

Federal Funds..	$ 9,000.00
State Funds..	3,000.00
County Funds..	4,954.30
	$ 16,954.30

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited with the Highway Department by Baker County.

RECEIVED
MAY 16 1956
FOR FILING

FORM E-30X—37,500—2-55—62967

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15, 1956

SUBJECT: Muddy Creek School-Haines Jct.
Muddy Creek Road
Contract No. 4643

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

NOTED
W. C. WILLIAMS

Reference is made to Laboratory Reports Nos. 388566 and 389122, dated May 8th and 14th, 1956 showing 9½ and 5 percent excess passing the 3/4-inch screen respectively in the 1¼"-3/4" oil rock production from the pit 3.3 miles southeast of east end of the Middle Unit.

As the last sample represented by Report No. 389122 shows an improvement, but still is excessive in material finer than 3/4", will you please instruct the resident engineer to have the contractor produce coarser rock.

This pit has consistently produced marginal aggregate, and it is suggested that a full-time inspector be assigned to this operation to assist the contractor in producing suitable aggregate. Continuous site screening of the coarser type aggregate can readily assist the contractor in meeting our specifications.

Will you also, please instruct the resident engineer to continue to mark the samples submitted so that it is clear they represent improved material.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
MAY 16 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 24 1956
FOR FILING

S-311(1)
S-168(2)
4643

April 23, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 19, 1956 on Contract No. 4643, Muddy Creek School-Haines Junction & Middle Unit, Rock Creek-Haines Section, in Baker County, in connection with Federal Aid Project No. S-311(1), S-168(2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DDP:lb

RECEIVED
APR 5 - 1956
FOR FILING

S-311(1)
S-468(2)
4643

April 4, 1956

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4643, which was awarded to you by the State Highway Commission on March 6, for oiling on the Muddy Creek School-Haines Junction and Middle Unit, Rock Creek-Haines Section of the Muddy Creek Road and Rock Creek Road in Baker County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl
encl.

9

NOTED
J. W. CATTRALL

Form A-150—10M—12-54

NOTED
V. R. JONES

INVOICE

Oregon State Highway Department

Salem, Oregon

Invoice No. 44034

Date March 8, 1956

Your Req. No.

Billing Request No. ee-217

Credit distribution: 501-1029-291

RECEIVED
MAR - 9 1956
ENGINEER

Baker County
Baker, Oregon

Attention: County Court

	$15,900.00
Advance Deposit	9,900.00
Partial transfer county's share total cost Middle Unit, Rock Creek-Haines, and Muddy Creek School-Haines Junction sections, FAS 507 and 508, Baker County. Covered by agreement dated March, 1956. Contract No. 4643.	$6,000.00
To be retained	

ACKNOWLEDGMENT OF BILLING REQUEST
By
Secretary

rn
Enc. 9

9

RECEIVED
MAR 13 1956
FOR FILING

S-311 (1)
S 168 (2)
4642

Maint. - 270
Fin. - 120

Salem, Oregon
March 8, 1956

FAS 507 & FAS 508, Baker County
Middle Unit, Rock Creek-Haines Section
Muddy Creek School-Haines Junction Section

Mr. John W. Cattrall
County & City Relations Engineer
Office

Attached hereto for further handling are eight certified copies of a maintenance agreement and one conformed copy of a finance agreement with Baker County covering the Middle Unit, Rock Creek-Haines Section and the Muddy Creek School-Haines Junction Section of FAS 507 and 508 in Baker County.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one each has been sent to the County Court of Baker County.

H. B. Glaisyer
Secretary

rn
Enc. 9

FORM E30—50M—2-55—82966

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 27, 1956

SUBJECT: FAS 507 & FAS 508, Baker County
Middle Unit, Rock Creek-Haines Section
Muddy Creek School-Haines Junction Section

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the Middle Unit, Rock Creek-Haines Section and the Muddy Creek School-Haines Junction Section of FAS 507 and 508 respectively.

Two copies of the agreement have been executed by the Court and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies each of a maintenance agreement covering the projects. After signature by the Highway Commission, please return four either fully executed or certified true copies of each to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission November 3, 1955.

John D. Graham

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 11-3-55 Minute Page 53
Secretary

Req. 4 copies

A

RECEIVED
MAR 8 - 1956
FOR FILING

311 - (1)
S 162 (2)
4443

March 8, 1956

County Court of Baker County
Court House
Baker, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Baker County two fully executed copiesof a maintenance agreement and one fully executed copy of a finance agreement between the State Highway Commission and Baker County covering the Middle Unit, Rock Creek-Haines Section and the Muddy Creek School-Haines Jct. Section of FAS 507 and 508.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 3

NOTED
V. R. JONES

NOTED
Hareld C. Ayers

NOTED
J. F. HAGEMANN

NOTED
J. W. CATTRALL

March 7, 1956

Baker County Court
Courthouse
Baker, Oregon

Gentlemen:

This is to acknowledge receipt of an advance deposit of $15,900 in connection with the Middle Unit, Rock Creek-Haines and Muddy Creek School-Haines Junction sections of FAS 507 and 508.

Contract No. 4643 has been awarded to Babler Bros., and a copy of the contract will be forwarded as soon as available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

RECEIVED
MAR 7 - 1956
FOR FILING

S-411(1)
-1(2)
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 6, 1956

SUBJECT: Baker County, FAS 507 & 508,
Middle Unit, Rock Creek-Haines Section, &
Muddy Creek School-Haines Junction Section

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

We have received this date Baker County's deposit covering the Middle Unit, Rock Creek-Haines Section of FAS 507 and the Muddy Creek School-Haines Junction Section of FAS 508 in Baker County.

This project is now clear for contract award.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm

cc: S. H. Probert

RECEIVED
1956
OFFICE OF
ENGINEER

Salem, Oregon
March 6, 1956

Baker County, FAS 507 & 508,
Middle Unit, Rock Creek-Haines Section, &
Muddy Creek School-Haines Junction Section

Mr. C. H. Maison
OFFICE

Attached are two Baker County checks, one in the amount of $3,900 and another for $12,000. The total of these checks, $15,900, represents the county's participation in the total estimated cost of the Middle Unit, Rock Creek-Haines Section of FAS 507 and the Muddy Creek School-Haines Junction Section of FAS 508 in Baker County.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

RECEIVED
APR 11 1956
FOR FILING

[illegible]
4643

March 6, 1956

Babler Brothers, Inc.
4618 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission on March 1, 1956 accepted your proposal for stone base and oiling on the Muddy Creek School-Haines Junction and Middle Unit, Rock Creek-Haines Sections of the Muddy Creek and Rock Creek County Roads in Baker County for the sum of $51,147.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4643.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: Pacific Builder & Engineer, Inc.
2418 Third Ave.,
Seattle 1, Washington

Attn. Dorothy McCormack

R. G. Savage (SIAC)
Forrest Cooper
S. H. Probert

FORREST L. HUBBARD, Circuit Judge
GEORGE P. NEWTON, District Attorney

CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRUARY, SECOND MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram
- TELEGRAM ☐
- DAY LETTER ☐
- NIGHT LETTER ☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired, otherwise the message will be sent at the full rate
- FULL RATE ☐
- LETTER TELEGRAM ☐
- SHORE-SHIP ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 6, 1956
3:40 p.m.

Babler Brothers, Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Contract for oiling Muddy Creek School-Haines Junction and Middle Unit, Rock Creek-Haines Sections of Muddy Creek and Rock Creek County Roads in Baker County for which you submitted low bid on March 1, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

CC: Confirmation
Accounting (5003-900)
Files ✓
C. W. Head

RECEIVED
MAR - 6 1956
ENGINEER
CO[illegible]TIONS

FORREST L. HUBBARD, Circuit Judge
GEORGE P. NEWTON, District Attorney
LLOYD REA, County Judge
R. M. PHIPPS, Huntington, Ore.
GILL C. WRIGHT, New Bridge, Ore.
Commissioners
GRANT A. YOUNG, County Clerk
FRED C. THOM, Sheriff
UNNAR STEVENS, Assessor Protem
MABEL C. RAGSDALE, Treasurer
MYRTLE E. LEE, School Superintendent
THAD P. BEATTY, Coroner
WALLACE MAXWELL, Water Master

CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRUARY, SECOND MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

Baker County, Oregon
Baker, Oregon

March 5, 1956

NOTED
J. W. CATTRALL

Mr. John W. Cattrall
County-City Relations Engineer
State Highway Department
Salem, Oregon

Dear John:

We are enclosing two checks, one for $12,000.00 on our General Road fund and another of $3900.00 on our Special road fund and request that you go ahead and award the contact on our Muddy Creek and South Rock Creek jobs. This would make the $15,900.00 as requested in your letter of today.

Thanks for all your help in this matter.

Yours very truly,
Lloyd Rea
Lloyd Rea
County Judge

RECEIVED
MAR - 6 1956
ENGINEER
COUNTY & CITY RELATIONS

NOTED
V. R [illegible]

[illegible]

March 2, 1956

[illegible]
J. [illegible]NN

Baker County Court
Courthouse
Baker, Oregon

NOTED
J. W. CATTRALL

Gentlemen:

On March 1st the Highway Commission received bids on the Muddy Creek School-Haines Junction Section of FAS 508 and the Middle Unit, Rock Creek-Haines Section of FAS 507. Babler Bros. of Portland submitted the low bid; however, this bid was approximately 10% above the engineer's estimate. The advance deposit which would be required from the county in the event the county elects to have a contract awarded is as follows:

Bid Items	$51,147.00
12-1/2% Engineering & Contingencies	6,393.38
Estimated Total Cost..........	$57,540.38

Advance Deposit		
20% of $52,000 =	$10,400	
100% of all over $52,000 =	5,540	
Total...............	$15,940	or say $15,900

If the county wishes to have a contract awarded on the above basis, please forward to this office a warrant or check in the amount of $15,900 payable to the Oregon State Highway Commission. Upon receipt of said check a contract will be signed.

If the county is unable to make the above deposit, please advise and all bids received will be rejected. In this event the length of the project would be reduced (approximately 0.4 mile) to more nearly fit available FAS funds and the project readvertised for bids to be received at the next Highway Commission meeting in April.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

Prefix 501-1029
Contract 4643

JFH:mm

NOTED
J. W. CATTRALL

NOTED
V R JONES

February 17, 1956

Baker County Court
Courthouse
Baker, Oregon

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayers

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies each of two encroachment resolutions, six copies each of two maintenance agreements, and a set of plans and specifications in connection with the Middle Unit, Rock Creek-Haines Section and Muddy Creek School-Haines Junction Section of FAS 507 and 508 upon which bids will be received March 1st.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total costs of these projects including engineering and contingencies is $52,000; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The maintenance agreements and encroachment resolutions are standard forms required by the Bureau of Public Roads for projects of this nature.

The set of plans and specifications is for your information and records. The specifications provide that the project shall be completed not later than August 31, 1956.

If satisfactory, please sign, have the County Clerk attest, with seal, and return all copies of each agreement and five copies of the resolutions to this office. After signature by the Highway Commission, a fully executed copy of each agreement will be returned for the county's records. All documents should be mailed so as to arrive in Salem not later than February 24th.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:mm
Encl.

NOTED
J. W. CATTRALL

January 23, 1956

Baker County Court
Courthouse
Baker, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Gentlemen:

Enclosed are four copies each of four option forms covering right-of-way and material sources required in connection with the Muddy Creek School-Haines Junction and the Middle Unit, Rock Creek-Haines sections of FAS 507 and 508. Also enclosed are maps showing the property described in the option forms. Please advise this office when all right-of-way has been obtained.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Encl.

FORM 230—50M—2-55—62966

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 20, 1956
Salem, Oregon

SUBJECT: Baker County Road
FAS 507 + 508

To: Mr. John W. Cattrall
County & City Relations Engineer
OFFICE

Attached are four option forms in quadruplet for property to be acquired by Baker County. These options cover four different sections of the Rock Creek-Haines Section of Rock Creek-Haines County Road #507. The job is scheduled for letting in March 1956.

Also attached is one sketch each for files 24521 and 24522. Three prints each of 1R-5-852 and 1R-5-853 covering files 24523 and 24524, respectively and two prints each of plan and profile sheets for files 24521 and 24522.

Earl F Saling
EARL F. SALING
Right of Way Office Manager

AE:jm
Encs: (options & sketches & prints)
cc: R. L. Porter

NOTED
J. W. CATTRALL

MEMO TO J. W. NASH
1/9/56

N[illegible]
J. F H[illegible]NN

Muddy Creek School-Haines Junction Section
FAS Route 508

This project extends from a point approximately 0.1 mile south of a county road intersection at the Muddy Creek School, easterly to a junction with FAS 503. The county is presently reconstructing this section through a pit run gravel base averaging 12" in thickness.

The proposed project is to place additional crushed gravel base material 4" in thickness on the pit run gravel base being prepared by the county and construct a type C-11 oil mat wearing surface 20' in width with 2' shoulders. There will be a 30° curve at the west ~~end~~ (Muddy Creek School) end of the project. This 30° curve represents the maximum improvement possible over the original right angle road intersection without complicating the road intersection and ~~seriously~~ extensively damaging the school building and grounds.

The balance of this route has a light gravel wearing surface 20' in width on a 26' wide roadway. The county plans to improve this section to an oil mat wearing surface as funds become available.

This route serves a section of the large, irrigated Baker Valley composed of large farms raising cattle, wheat, and grain. It also gives direct access to the Muddy Creek School.

BAKER COUNTY
Length: 2.6 miles.

FUNDS:	Federal	$23,400
	State	7,800
	County	7,800
		$39,000

JFH:mm

RECEIVED
JAN 9 1956

FOR FILING

FORM E-30X—80,000—10-54—79464

5-311(1)

S-168(2)

4643

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 6th, 1956

SUBJECT: F.A.S. 508 and 507
Baker County

To: Mr. S. H. Probert
Office Engineer
Office

In order to make the two projects which we are preparing on Baker County F.A.S.'s confirm to the money available, it will be necessary to shorted so-called Unit "B" .43 mile on the westerly end. Unit "A" would be left as shown on the field plans.

Forrest Cooper
Construction Engineer

FC:AR

cc to: W. C. Williams
J. W. Cattrall

FORM 830—50M—10-54—79488

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 3, 1956

SUBJECT: Baker County FAS Projects: ✓
FAS 508, Muddy Creek School-Haines Jct. Section ✓
FAS 507, Middle Unit, Rock Creek-Haines Section ✓

To: Mr. Forrest Cooper
O F F I C E

COPY

The field data for the subject county FAS projects has been examined and the following comments are offered:

(1) The county has requested that the length of these projects be adjusted so that our engineer's estimate not exceed the $52,000 of total FAS funds available for Baker County. Any reduction in length should come off of the Middle Unit, Rock Creek-Haines section of FAS 507 (Unit "B" in specifications).

(2) Although both sections can be let as one contract, they will be programmed with the B.P.R. as two separate projects and the quantities for each project should be segregated.

Please advise this office of any adjustment of project limits required to fit available funds so that we can prepare project descriptions for submission to the B.P.R.

It would also be appreciated if right-of-way option forms were prepared as soon as possible for submission to the county.

COPY

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

cc: V. G. O'Neil
Frank Hall

NOTED
Harold C. Ayers

NOTED
[illegible]

FORM E-30X 37½ 9-54 78730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
V. R. JONES

Salem, Oregon
October 18, 1955

SUBJECT: Haines Jct.-Muddy Creek School
FAS #508, Baker County
Bottom Base Course

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Reference is made to a letter from Kevin Laughlin, Resident Engineer, to W. C. Hill, dated October 13, 1955, relative to the comparative thickness of pit-run gravel to crushed rock material on which our base course thickness design is based.

One of the results of large scale tri-axial testing of base course aggregate carried on this year at Oregon State College shows that for each inch of crushed rock in a base course 1.3 inches of pit-run material is required to develop equal shear resistance. Thus 15½ inches of pit-run gravel is required for each 12 inches of design base course thickness.

Very truly yours,

Ray Webber
Ass't. Construction Engineer

By

W. C. Hill
Soils Engineer

NOTED
J. F. HAGEMANN

WCH:ef

cc to:
H. G. Smith
W. C. Williams
John Cattrell
G. W. Harra

RECEIVED
OCT 18 1955

NOTED
Harold C. Avers

NOTED
[illegible]

FORM E-30X 37½ 3-54 75730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
V. R. JONES

Salem, Oregon
October 18, 1955

SUBJECT: Haines Jct.-Muddy Creek School
FAS #508, Baker County
Bottom Base Course

To:

~~Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon~~

NOTED
[illegible] MANN

Dear Sir:

Reference is made to a letter from Kevin Laughlin, Resident Engineer, to W. C. Hill, dated October 13, 1955, relative to the comparative thickness of pit-run gravel to crushed rock material on which our base course thickness design is based.

One of the results of large scale tri-axial testing of base course aggregate carried on this year at Oregon State College shows that for each inch of crushed rock in a base course 1.3 inches of pit-run material is required to develop equal shear resistance. Thus 15½ inches of pit-run gravel is required for each 12 inches of design base course thickness.

Very truly yours,

Ray Webber
Ass't. Construction Engineer

By

W. C. Hill
Soils Engineer

NOTED
J. F. HAGEMANN

WCH:of

cc to:
H. O. Smith
W. C. Williams
John Cattrell
G. W. Harra

RECEIVED
OCT 18 1955

FORM 83[illegible] 94[illegible] 4386

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker Oregon
October 13, 1956

SUBJECT:

To: W.C.Hill
Soils Engineer
Oregon State Highway Dept.
Salem Oregon.

Dear Sir;

Your Lab. Report # 37776 , on the Haines junction - Muddy Creek School county road # F.A.S. 506, shows this material could be used as pit run topping under crushed rock base.

We would like to know the Base Design value of this pit run gravel based on percentage. For instance if a 12" compacted thickness was placed what value could we use in comparing it with 1.5" good crushed rock?

Since this gravel is suitable for Pit Run Gravel we intend to use it and place 4" of Crushed Rock on top as per Mr Williams instructions to Mr Hagerman.

Very truly yours

Kevin Laughlin
Resident Engineer

cc Mr Williams
Mr Hagerman
Mr Parson
Mr Harra

NOTED
RAY WEBBER

NOTED
W. C HILL

NOTED
V. R. JONES

NOTED
Harold C. Ayers

November 7, 1955

Baker County Court
Courthouse
Baker, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

On November 3rd the Highway Commission approved the county FAS projects on FAS 507 and 508 as described in the attached tabulation. Preparation of plans and specifications and approval by the Bureau of Public Roads are required prior to contracting. The preliminary engineering will be under the supervision of our division office at La Grande and will proceed as rapidly as available engineering personnel will permit.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

BAKER COUNTY
PROPOSED REVISION IN PROJECT APPROVED 9/22/55

The Muddy Creek School-Haines Junction project on FAS 508 as originally approved on 9/22/55 provided for placing of base material and constructing a 20' wide O-11 with 2' shoulders on the subgrade prepared by county forces. Since this project was initially proposed Baker County has purchased a new 3/4-yard shovel and wishes to place the pit-run bottom course base with county forces as well as perform the grading. This would leave only the crushed material in the top base course and the O-11 for construction with FAS funds and would permit construction of additional mileage with the $52,000 available. Our laboratory has advised that tests of available pit-run material in the area indicate this material is suitable for use. The Baker County projects as proposed for revision are as follows:

FAS 508 - Muddy Creek School-Haines Junction, 2.6 Miles, $35,000. This section extends from the county road junction at the Muddy Creek School, easterly to the Haines-Anthony State Highway.

The proposed project is to place top course base material as required and an O-11, with binder course, 20' in width with 2' shoulders. The county will perform all required grading and drainage work and place pit-run base material prior to the FAS project.

FAS 507 - Middle Unit, Rock Creek-Haines Section, Approximately 1.5 Miles, $17,000. This section extends from the west end of the oil mat wearing surface west of Haines (constructed in 1954 and 1955 as the East Unit, Rock Creek-Haines Section), westerly along FAS 507 as far as available funds will permit.

The proposed project is to place top course base material as required and an O-11, with binder course, 20' in width with 2' shoulders. The county will perform all required grading and drainage work and place pit-run base material prior to the FAS project.

As the above two projects are in the same area, both sections can be included in one contract. The project on FAS 508 is to be constructed in its entirety with the balance of the $52,000 available being applied towards the project on FAS 507.

10/14/55

BAKER COUNTY
PROPOSED REVISION IN PROJECT APPROVED 9/22/55

The Muddy Creek School-Haines Junction project on FAS 508 as originally approved on 9/22/55 provided for placing of base material and constructing a 20' wide O-11 with 2' shoulders on the subgrade prepared by county forces. Since this project was initially proposed Baker County has purchased a new 3/4-yard shovel and wishes to place the pit-run bottom course base with county forces as well as perform the grading. This would leave only the crushed material in the top base course and the O-11 for construction with FAS funds and would permit construction of additional mileage with the $52,000 available. Our laboratory has advised that tests of available pit-run material in the area indicate this material is suitable for use. The Baker County projects as proposed for revision are as follows:

FAS 508 - Muddy Creek School-Haines Junction, 2.6 Miles, $35,000. This section extends from the county road junction at the Muddy Creek School, easterly to the Haines-Anthony State Highway.

The proposed project is to place top course base material as required and an O-11, with binder course, 20' in width with 2' shoulders. The county will perform all required grading and drainage work and place pit-run base material prior to the FAS project.

FAS 507 - Middle Unit, Rock Creek-Haines Section, Approximately 1.5 Miles, $17,000. This section extends from the west end of the oil mat wearing surface west of Haines (constructed in 1954 and 1955 as the East Unit, Rock Creek-Haines Section), westerly along FAS 507 as far as available funds will permit.

The proposed project is to place top course base material as required and an O-11, with binder course, 20' in width with 2' shoulders. The county will perform all required grading and drainage work and place pit-run base material prior to the FAS project.

As the above two projects are in the same area, both sections can be included in one contract. The project on FAS 508 is to be constructed in its entirety with the balance of the $52,000 available being applied towards the project on FAS 507.

10/14/55

NOTED
V. R. JONES

NOTED
Harold C. Ayers

September 23, 1955

Baker County Court
Court House
Baker, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

On September 22nd the Highway Commission approved the FAS project on FAS 508 as described in the attached tabulation. Preparation of plans and specifications and approval by the B.P.R. are required prior to contracting. The preliminary engineering will be under the supervision of our division office at La Grande and will proceed as rapidly as available engineering personnel will permit.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

BAKER COUNTY
PROPOSED PROJECT

FAS 508 - Muddy Creek School-Haines Junction, Approximately 2.6 Miles, $52,000. This section extends from the county road junction at the Muddy Creek High School, easterly to the junction of FAS 508 (Muddy Creek County Road) with the Haines-Anthony State Highway.

The proposed project is to place base material as required and construct an O-11, with binder course, 20' in width with 2' shoulders. The county will perform all required grading and drainage work prior to the FAS project. It is suggested that the County Court be consulted prior to commencing the survey.

The $52,000 programmed represents the presently estimated balance of fiscal year 1957 funds available to Baker County. This may be adjusted as final costs for projects under contract become available.

8/17/55

[illegible] material in the [illegible]

BAKER COUNTY
PROPOSED PROJECT

FAS 508 - Muddy Creek School-Haines Junction, Approximately 2.6 Miles, $52,000. This section extends from the county road junction at the Muddy Creek High School, easterly to the junction of FAS 508 (Muddy Creek County Road) with the Haines-Anthony State Highway.

The proposed project is to place base material as required and construct an O-11, with binder course, 20' in width with 2' shoulders. The county will perform all required grading and drainage work prior to the FAS project. It is suggested that the County Court be consulted prior to commencing the survey.

The $52,000 programmed represents the presently estimated balance of fiscal year 1957 funds available to Baker County. This may be adjusted as final costs for projects under contract become available.

8/17/55

R~~E~~CEIVED
AUG 16 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 15, 1955

SUBJECT:

COPY

To: Mr. W. C. Williams
OFFICE

Baker County has requested a fiscal year 1957 project on FAS 508, the Muddy Creek County Road. The project as proposed will consist of placing base material as required and constructing an O-11, with binder, 20' in width with 2' shoulders. The county plans to perform any required grading and drainage work with county forces prior to the FAS project.

We have had two previous county FAS projects during the past four years in the same general area. In both of these projects pit-run material was used for the bottom course base and no trouble has been experienced to date. The county has requested that pit-run material also be used on the proposed project.

It would be appreciated if you would advise whether or not use of pit-run material in the bottom course of the base of the proposed project on FAS 508 would be permissible, assuming, of course, that suitable pit-run material was available. As a considerable base depth is used in this area because of frost, the use of crusher-run material rather than pit-run would add considerably to the total cost of the project. The 1954 A.D.T. on this road is approximately ninety with no log trucks.

Attached is a map showing the location of the proposed project and the former projects.

John W. Cattrall
Engineer, County and City Relations

By (sgd) John F. Hagemann

John F. Hagemann
Assistant Engineer

FJH:mm

Original referred to J. Cattrall
with notation: "OK if [illegible]
of 4" of crusher material is placed
[illegible]

FORREST L. HUBBARD, Circuit Judge
GEORGE P. NEWTON, District Attorney
LLOYD REA, County Judge
R. M. PHIPPS, Huntington, Ore.
GILL C. WRIGHT, New Bridge, Ore.
Commissioners
GRANT A. YOUNG, County Clerk
FRED C. THOM, Sheriff
UNNAR STEVENS, Assessor Protem
MABEL C. RAGSDALE, Treasurer
MYRTLE E. LEE, School Superintendent
THAD P. BEATTY, Coroner
WALLACE MAXWELL, Water Master

CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRUARY, SECOND MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

Baker County, Oregon
Baker, Oregon

August 10, 1955

NOTED
Harold C. [illegible]

FAS 508
Baker Co

NOTED
J. F. HAGEMANN

Mr. John Cattrall
County-City Relations
State Highway Department
Salem, Oregon

Dear Mr. Cattrall:

The County Court would like to request FAS508 as our next project.

We had planned on taking a part of 506, from the highway #30 west, but as you know we ran into the problem with the signal accross the railroad track. We do not have the money for the matching and also the signal. Therefore, we are taking as next choice FAS 508.

Thanks for your help on this matter, we remain,

Yours very truly,

Lloyd Rea
Lloyd Rea
County Judge

(C. to [illegible] & drain
FAS base + 20' O-11 with 2' shoulders (Bitum. bottom base if possible)
phone conversation 8/15/55 [illegible]

AUG 11 1955

RECEIVED
AUG 11 1955
OREGON
STATE HIGHWAY COMMISSION

Form E-40

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

NOTE
Harold C. [illegible]

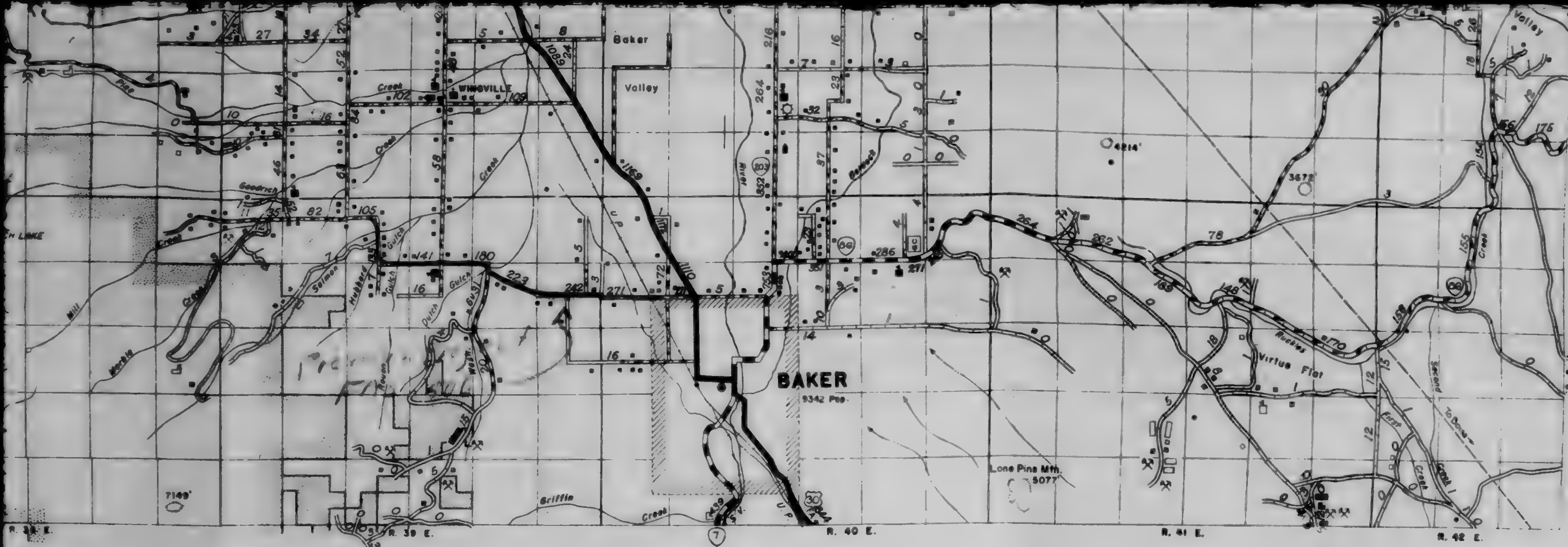
Baker County FAS 508

Surface & Oil 22' 0-11, 2' Shoulders 2.64 miles

Available Fund # 52000

Coarse Gravel in Base, 5"	8300	c.y.	$0.85	$7060
Crushed Gravel 4" in [illegible]	6000	c.y.	2.75	16500
Sprinkling	350	M-gal	3.00	1050
Preparation of Base	2.64	mi.	200.00	530
3/4-0 in Binder	300	c.y.	4^{00}	1200
MC-2 "	48	Ton	55^{00}	2640
Mineral Aggregate	1600	c.y.	4^{00}	6400
150-200 Asphalt	120	Ton	[illegible]	6840
RS-1 in Seal	36	Ton	[illegible]	1980
3/4-0 in Shoulders	500	c.y.	2^{75}	1380
				$ 45980
			Eng. & Cont.	5620
				$ 51,600

Based on using same Gravel Pit used for Rock Cr.-Haines Road


Baker
Valley
Wingville
Creek
Goodrich
Salmon
Hubbard
Gulch
Dutch
Pine
Mill
Marble
Griffin
Virtue Flat
BAKER
9342 Pop.
Lone Pine Mtn.
5077'
4214'
3672'
7169'
1169
223
180
286
264
262
155
175
R. 39 E.
R. 40 E.
R. 41 E.
R. 42 E.
T. 9 S.

TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1941 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

LEGEND
PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
METAL SURFACED ROAD
BITUMINOUS SURFACED ROAD
PAVED ROAD
BRIDGE (GENERAL)
DRAWBRIDGE
SUSPENSION BRIDGE
BRIDGE - ARCH
BRIDGE - TRUSS (W-WOOD, S-STEEL, C-CONCRETE)
FERRY (FF FREE FERRY TF-TOLL FERRY)
FORD
NOT IN USE
FARM UNIT
DWELLING OTHER THAN FARM
GROUP OF DWELLINGS CLOSELY SPACED
STORE OR SMALL BUSINESS ESTABLISHMENT
TOWNHALL, GRANGE OR COMMUNITY HALL
HOTEL
CHURCH OR OTHER RELIGIOUS INSTITUTION
SCHOOL OR OTHER EDUCATIONAL INSTITUTION
CORRECTIONAL INSTITUTION
HOSPITAL
FACTORY OR OTHER INDUSTRIAL PLANT
CAMP OR LODGE
ARMORY
RADIO STATION
POWER PLANT
TANKS
MINE, QUARRY OF ANY KIND OR OPEN CUT
FOREST SERVICE LOOKOUT OR GUARD STATION
GAUGING OR PUMPING STATION
GC
GOLF COURSE OR COUNTRY CLUB
ATHLETIC FIELD OR AMUSEMENT PARK
SP
SMALL PARK (S P-STATE, C P-CO. M P-MUN.)
FAIRGROUNDS, RACE COURSE OR SPEEDWAY
CEMETERY
STATE CAPITAL
COUNTY SEAT
OTHER CITIES WITH POST OFFICE
UNITED STATES HIGHWAY SYSTEM
FA
FEDERAL AID HIGHWAY SYSTEM
STATE HIGHWAY SYSTEM
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
RAILROAD STATION
AIR LINES
DOCK, PIER OR LANDING
DAM
ARMY, NAVY OR MARINE CORPS AIRPORT
DEPARTMENT OF COMMERCE INTERMEDIATE FIELD
COMMERCIAL OR MUNICIPAL AIRPORT
MARKED AUXILIARY LANDING FIELD
EMERGENCY LANDING FIELD

GENERAL HIGHWAY MAP
BAKER COUNTY
OREGON

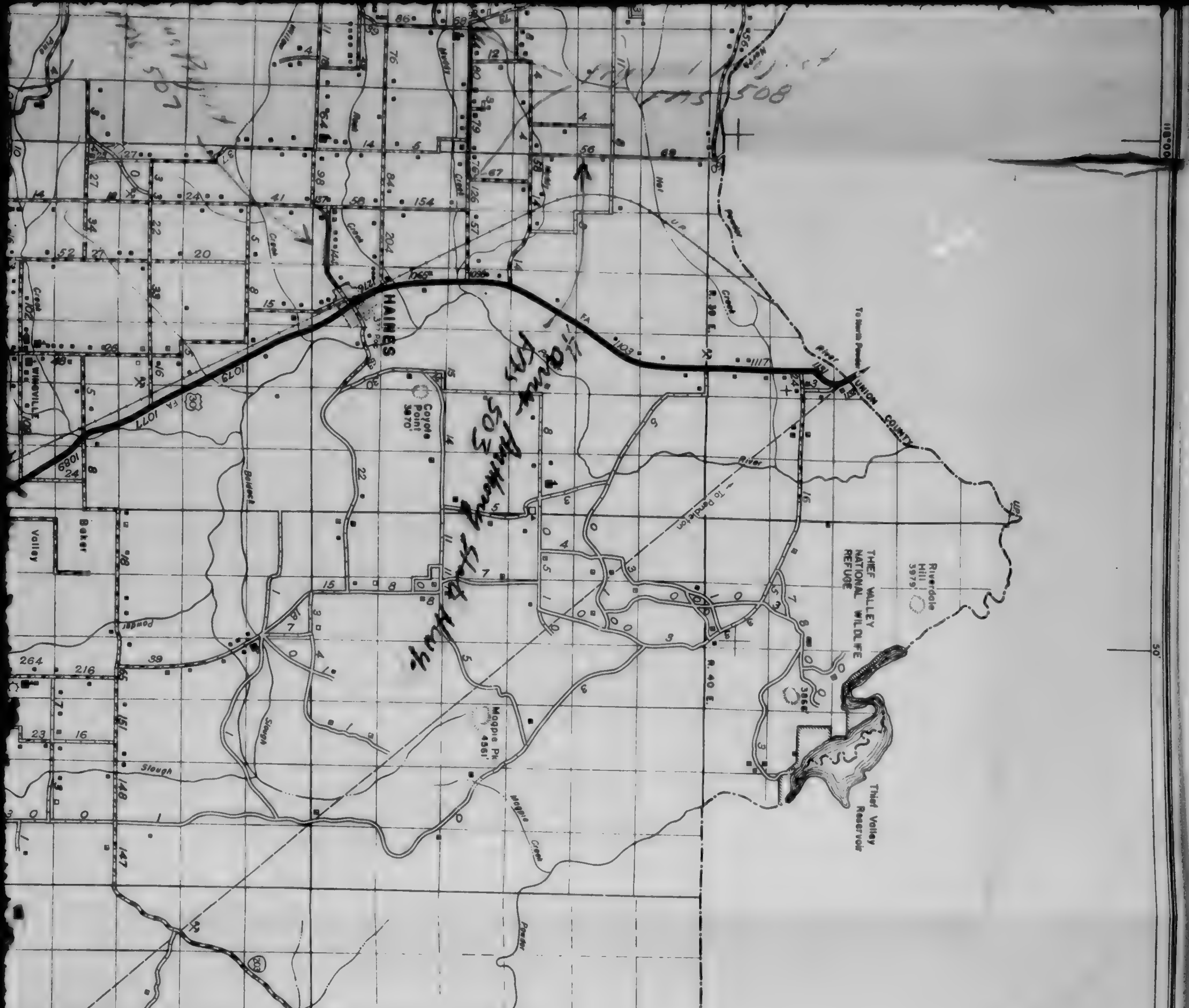
PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

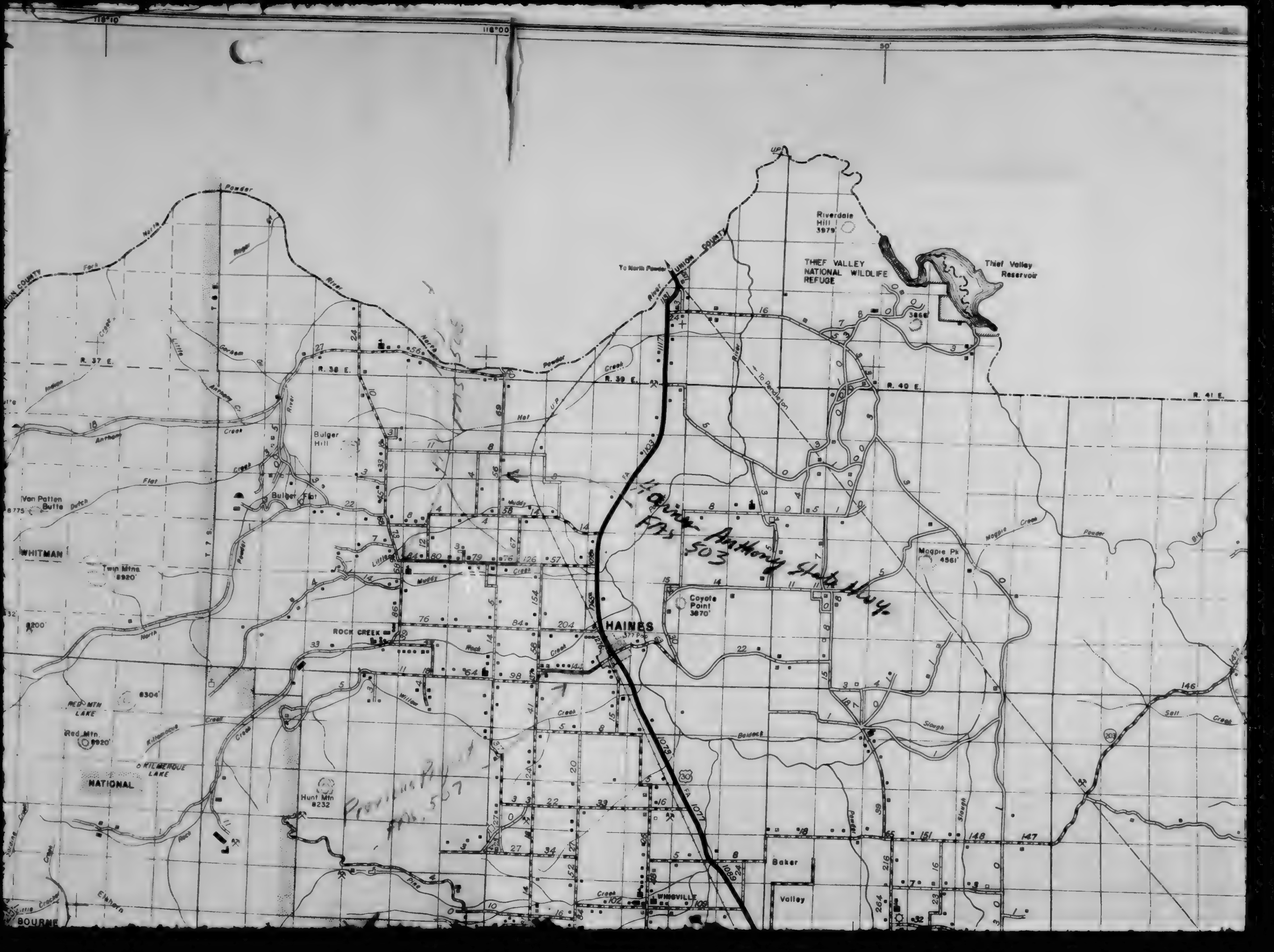
SCALE
1 0 1 2 3 4 Miles

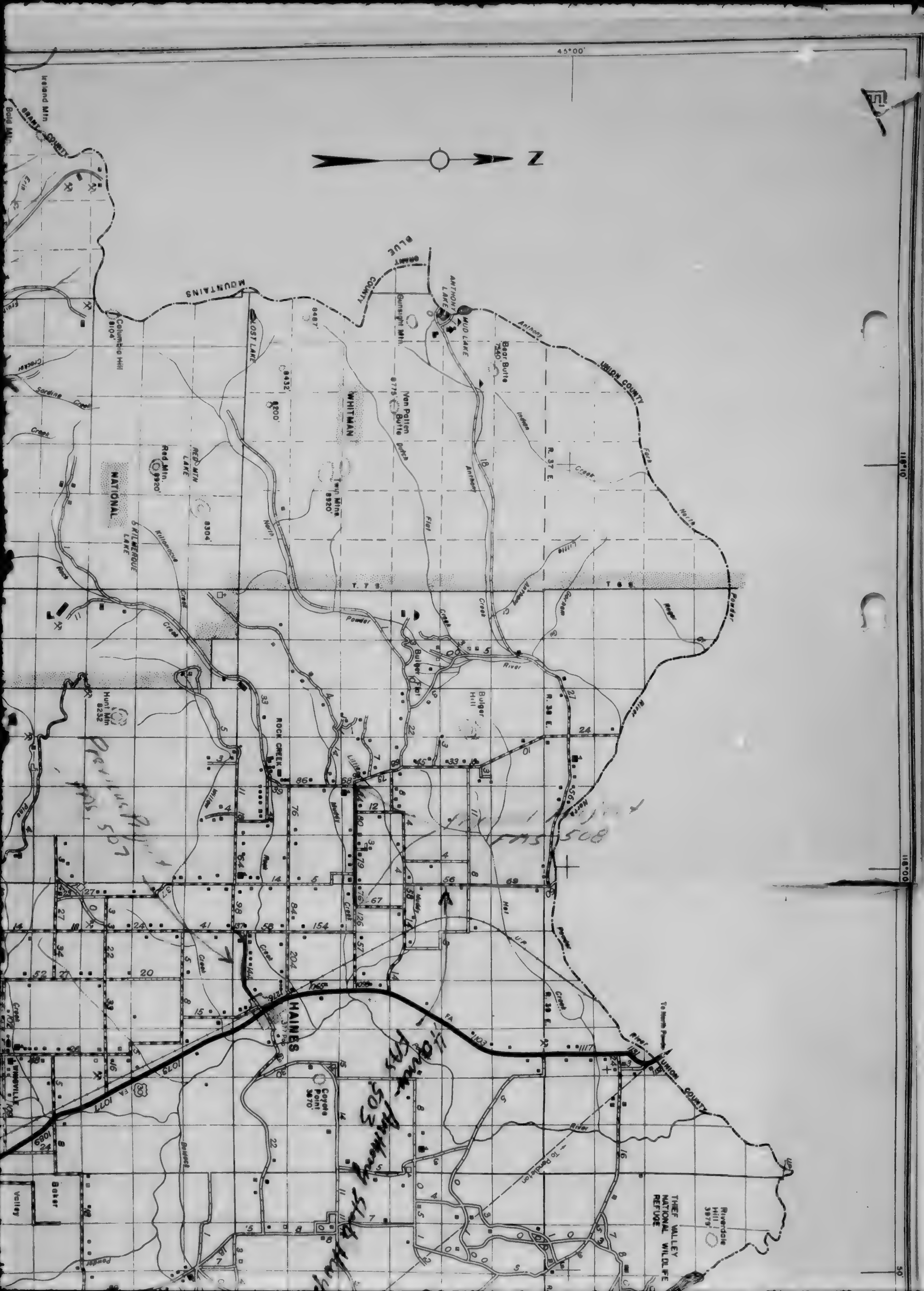
1936
REVISED 1939

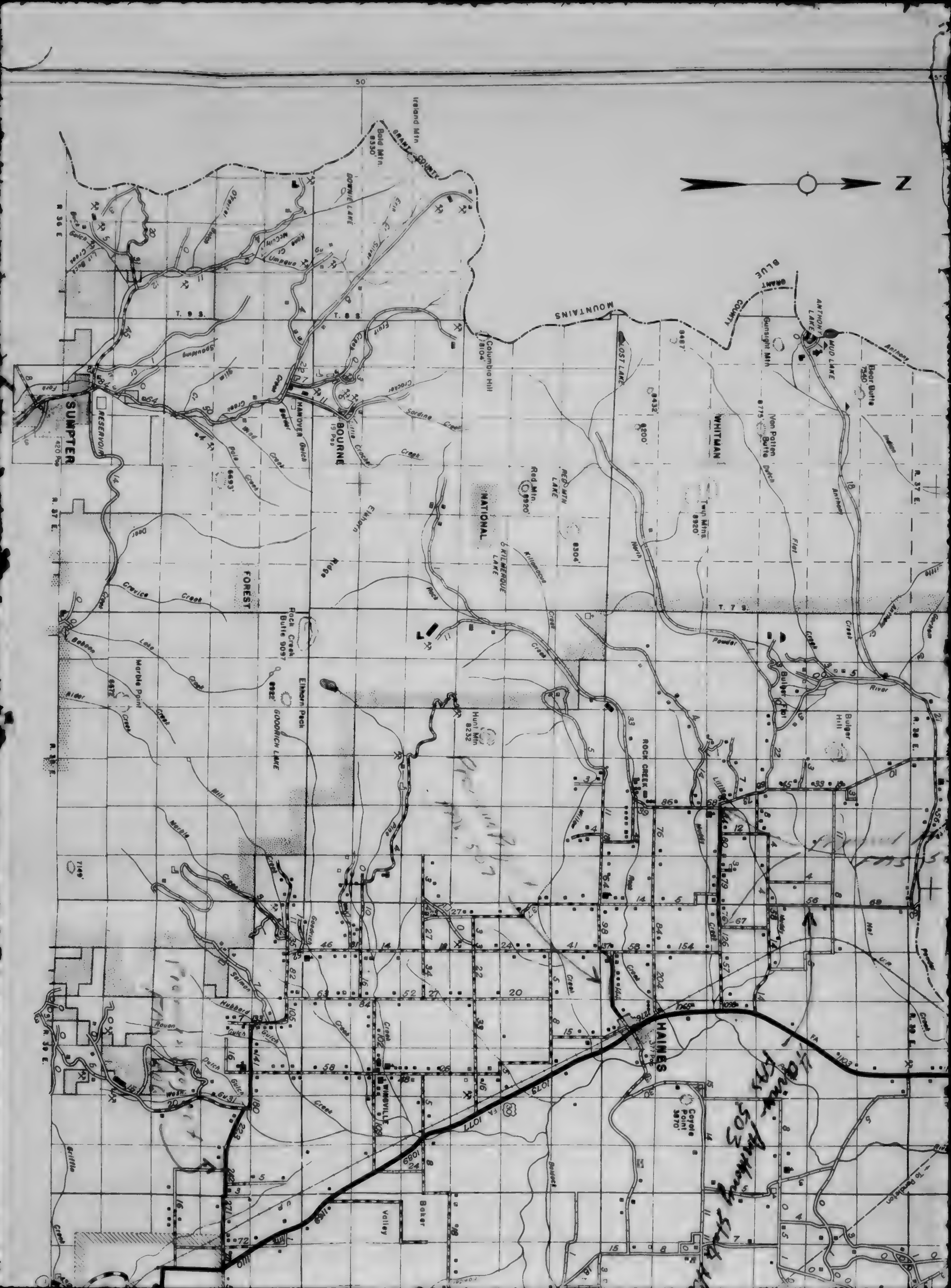
119°00' 50' 117°40' 44°40'

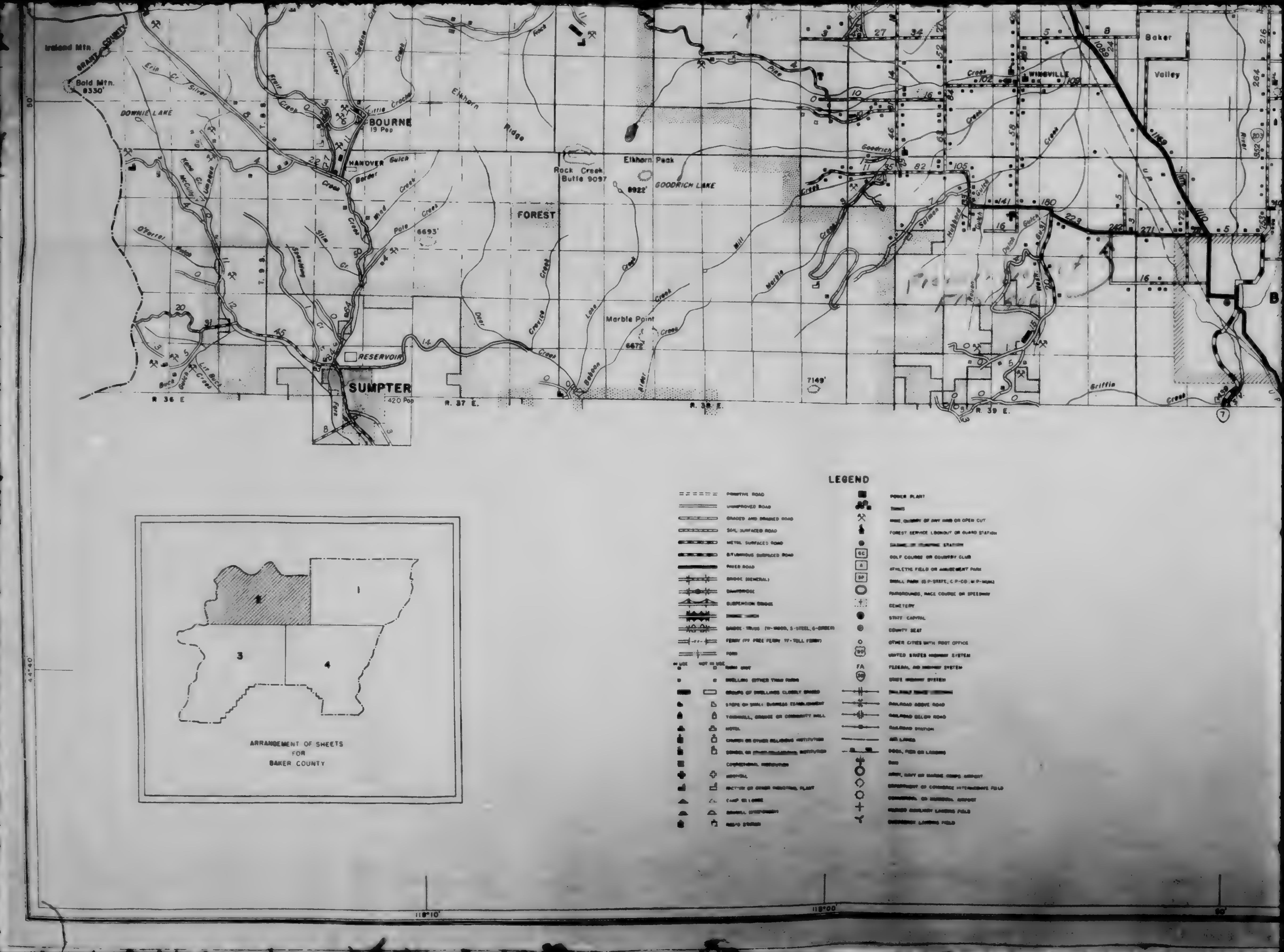
SHEET 2 OF 4 Polyconic Projection


FAS 507
FAS 508
Prime FAS 503 Anthony Lk Hwy.
HAINES
WINGVILLE
Baker Valley
Coyote Point 3270'
Magpie Pk 4561'
THIEF VALLEY NATIONAL WILDLIFE REFUGE
Riverdale Hill 3979'
Thief Valley Reservoir
UNION COUNTY
To North Powder
To Pendleton
To Union
Powder River
Slough
Big Creek
Beagle Cr.
Houghton Creek
Table Creek
Table Mtn 3500'
Tucker
KEATING
R. 39 E.
R. 40 E.
R. 41 E.
R. 42 E.
WHITMAN NATIONAL FOREST
118°00'
50'
117°40'
45°00'
30
203

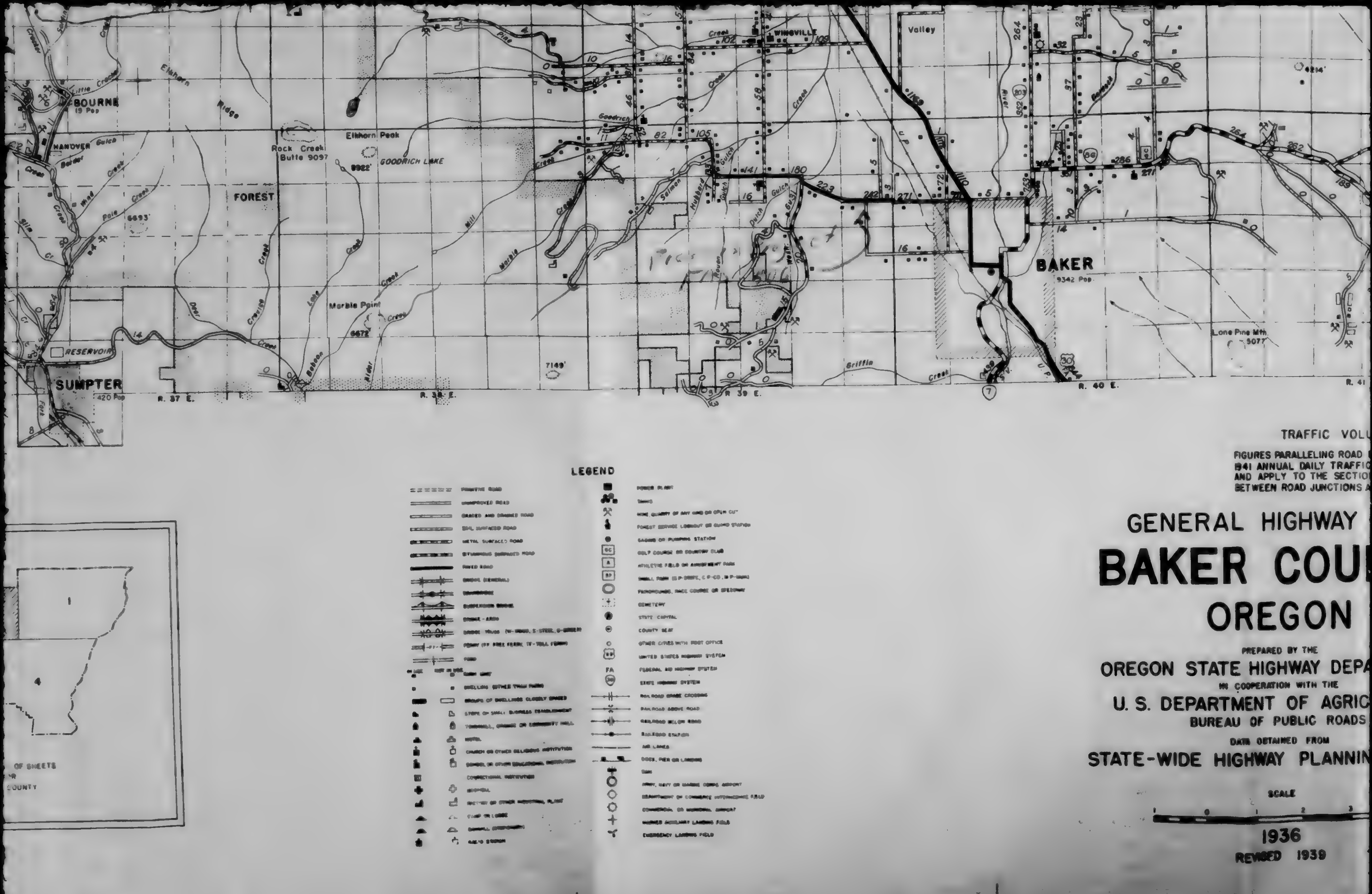

118°10'
118°00'
50'
UNION COUNTY
North Fork Powder River
Rock Creek
Little Graham Cr.
Indian Creek
Anthony Cr.
Anthony
Flat Creek
Dutch Flat
R. 37 E.
R. 38 E.
R. 39 E.
R. 40 E.
R. 41 E.
T. 6 S.
T. 7 S.
Van Patton Butte 8775'
WHITMAN
Twin Mtns 8920'
8200'
8304'
RED MTN LAKE
Red Mtn. 8920'
KILMERQUE LAKE
NATIONAL
Hunt Mtn 8232
Bulger Hill
Bulger Flat
Little Muddy Creek
Muddy
Hot
U.P.
ROCK CREEK
Rock Creek
Willow Creek
HAINES
377 Pop.
FA 1103
1117
FA 1077
1079
1086
30
Pine Creek
Elkhorn
Little Cracker Creek
BOURNE
WINGVILLE
Baker
Valley
To North Powder
To Pendleton
Powder River
Coyote Point 3870'
Magpie Pk 4561'
Magpie Creek
Baldock Slough
Slough
Powder
THIEF VALLEY NATIONAL WILDLIFE REFUGE
Riverdale Hill 3979'
3866'
Thief Valley Reservoir
Salt Creek
Big
203
146
147
148
151
Haines - Anthony State Hwy.
FAS 503
Previously FAS 507


45°00'
Z
Ireland Mtn
Bald Mtn
GRANT COUNTY
BLUE MOUNTAINS
GRANT COUNTY
ANTHONY LAKE
MUD LAKE
Gunsight Mtn
8487'
Columbia Hill 8104'
LOST LAKE
Bear Butte 7540'
Anthony
UNION COUNTY
8432'
8200'
WHITMAN
Van Patten Butte 8775'
Dutch
Indian
Red Mtn 8920'
RED MTN LAKE
NATIONAL
Twin Mtns 8920'
Anthony
Fork
North
R. 37 E.
Creek
8304'
KILLAMACUE LAKE
Killamacue
North
Flat
Little
Sardine Creek
Crocker
Creek
Rock
Creek
T. 7 S.
T. 6 S.
Gorham
Powder
Powder
Bulger Flat
River
Bulger Hill
R. 38 E.
Hunt Mtn 8232
ROCK CREEK
Muddy
Little
North
Creek
Willow
HAINES
Coyote Point 3870'
Pocahontas
Salmon
Creek
Baker
Valley
WINGVILLE
Powder
FA 1071
FA 1103
U.P.
R. 39 E.
To North Powder
UNION COUNTY
River
To Pendleton
THIEF VALLEY NATIONAL WILDLIFE REFUGE
Riverdale Hill 3975'
118°10'
118°00'
Proposed Hwy
FAS 507
Proposed Hwy
FAS 508
Anthony Lake Hwy
FAS 503

 50
Ireland Mtn
Bald Mtn 8330'
GRANT COUNTY
Z
BLUE MOUNTAINS
GRANT COUNTY
ANTHONY LAKE
MUD LAKE
Gunsight Mtn
Bear Butte 7490'
Anthony
Columbia Hill 8104'
LOST LAKE
WHITMAN
Van Patten Butte
Red Mtn 8920'
RED MTN LAKE
Twin Mtns 8920'
NATIONAL
FOREST
KILLAMACUE LAKE
SUMPTER 120 Pop
RESERVOIR
BOURNE 19 Pop
T. 8 S.
T. 7 S.
R. 36 E.
R. 37 E.
R. 38 E.
R. 39 E.
Cracker Creek
Sardine Creek
Elkhorn Ridge
Rock Creek Butte 9097
Elkhorn Peak
GOODRICH LAKE
Marble Point
Hunt Mtn 8232
ROCK CREEK
Powder River
Bulger Flat
Bulger Hill
HAINES 377 Pop
WINGVILLE
Coyote Point 3870'
Baker Valley
Salmon Creek
Rouen Gulch
Dutch Gulch
FAS 503
Anthony Lakes



Ireland Mtn.
GRANT COUNTY
Bald Mtn. 8330'
DOWNIE LAKE
Erie Cr.
Silver
BOURNE
19 Pop
HANOVER Gulch
Little Cracker
Cracker
Sardine
Elkhorn Ridge
Rock Creek Butte 9097
Elkhorn Peak
GOODRICH LAKE
8922'
FOREST
6693'
Pole Creek
Wind Creek
Cracker Creek
O'Farrel
McCully
Umpqua
Cr
Deer
Cracks Creek
Lake Creek
Marble Point
6672'
Alder
Baboon
Mill
Marble
Salmon
Hubbard
Goodrich
Pine
Rock
Creek
Wingville
Baker
Valley
Powder
Griffin
Creek
RESERVOIR
SUMPTER
420 Pop
Fork
7149'
T. 8 S.
T. 9 S.
R. 36 E.
R. 37 E.
R. 38 E.
R. 39 E.
Buck Gulch
Lit Buck
7
B
50'
44°40'
118°10'
118°00'
50'
LEGEND
PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
METAL SURFACED ROAD
BITUMINOUS SURFACED ROAD
PAVED ROAD
BRIDGE (GENERAL)
DRAWBRIDGE
SUSPENSION BRIDGE
BRIDGE · TRUSS (W-WOOD, S-STEEL, G-GIRDER)
FERRY (FF FREE FERRY, TF-TOLL FERRY)
FORD
IN USE
NOT IN USE
FARM UNIT
DWELLING (OTHER THAN FARM)
GROUPS OF DWELLINGS CLOSELY SPACED
STORE OR SMALL BUSINESS ESTABLISHMENT
TOWNHALL, GRANGE OR COMMUNITY HALL
HOTEL
CHURCH OR OTHER RELIGIOUS INSTITUTION
SCHOOL OR INSTITUTION
CORRECTIONAL INSTITUTION
HOSPITAL
FACTORY OR OTHER INDUSTRIAL PLANT
CAMP OR LODGE
SAWMILL
RADIO STATION
POWER PLANT
TANKS
MINE, QUARRY OF ANY KIND OR OPEN CUT
FOREST SERVICE LOOKOUT OR GUARD STATION
GOLF COURSE OR COUNTRY CLUB
ATHLETIC FIELD OR AMUSEMENT PARK
SMALL PARK (S P-STATE, C P-CO., M P-MUNI)
FAIRGROUNDS, RACE COURSE OR SPEEDWAY
CEMETERY
STATE CAPITAL
COUNTY SEAT
OTHER CITIES WITH POST OFFICE
UNITED STATES HIGHWAY SYSTEM
FA
FEDERAL AID HIGHWAY SYSTEM
STATE HIGHWAY SYSTEM
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
RAILROAD STATION
DOCK, PIER OR LANDING
ARMY, NAVY OR MARINE CORPS AIRPORT
DEPARTMENT OF COMMERCE INTERMEDIATE FIELD
COMMERCIAL OR MUNICIPAL AIRPORT
MARKED AUXILIARY LANDING FIELD
EMERGENCY LANDING FIELD
ARRANGEMENT OF SHEETS FOR BAKER COUNTY
1
2
3
4


BOURNE
19 Pop
HANOVER Gulch
Elkhorn Ridge
Rock Creek Butte 9097
Elkhorn Peak
GOODRICH LAKE
8922'
FOREST
6693'
RESERVOIR
SUMPTER
420 Pop
Marble Point
8672'
7149'
WHINGVILLE
Valley
Salmon
Hubbard Gulch
Rouen
Dutch Gulch
Griffin Creek
BAKER
9342 Pop
Lone Pine Mtn. 3077
4214'
R. 37 E.
R. 38 E.
R. 39 E.
R. 40 E.
R. 41
118°10'
118°00'
OF SHEETS
COUNTY
LEGEND
PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
METAL SURFACED ROAD
BITUMINOUS SURFACED ROAD
PAVED ROAD
BRIDGE (GENERAL)
SUSPENSION BRIDGE
BRIDGE - ARCH
BRIDGE TRUSS (W-WOOD, S-STEEL, G-GIRDER)
FERRY (FF-FREE FERRY, TF-TOLL FERRY)
FORD
IN USE
NOT IN USE
FARM UNIT
DWELLING OTHER THAN FARM
GROUPS OF DWELLINGS CLOSELY SPACED
STORE OR SMALL BUSINESS ESTABLISHMENT
TOWNHALL, GRANGE OR COMMUNITY HALL
HOTEL
CHURCH OR OTHER RELIGIOUS INSTITUTION
SCHOOL OR OTHER EDUCATIONAL INSTITUTION
CORRECTIONAL INSTITUTION
HOSPITAL
FACTORY OR OTHER INDUSTRIAL PLANT
CAMP OR LODGE
RADIO STATION
POWER PLANT
TANKS
MINE, QUARRY OF ANY KIND OR OPEN CUT
FOREST SERVICE LOOKOUT OR GUARD STATION
GAGING OR PUMPING STATION
GOLF COURSE OR COUNTRY CLUB
ATHLETIC FIELD OR AMUSEMENT PARK
CEMETERY
STATE CAPITAL
COUNTY SEAT
OTHER CITIES WITH POST OFFICE
UNITED STATES HIGHWAY SYSTEM
FA
FEDERAL AID HIGHWAY SYSTEM
STATE HIGHWAY SYSTEM
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
RAILROAD STATION
AIR LANES
DOCK, PIER OR LANDING
DAM
ARMY, NAVY OR MARINE CORPS AIRPORT
DEPARTMENT OF COMMERCE INTERMEDIATE FIELD
COMMERCIAL OR MUNICIPAL AIRPORT
MARKED AUXILIARY LANDING FIELD
EMERGENCY LANDING FIELD

TRAFFIC VOLU

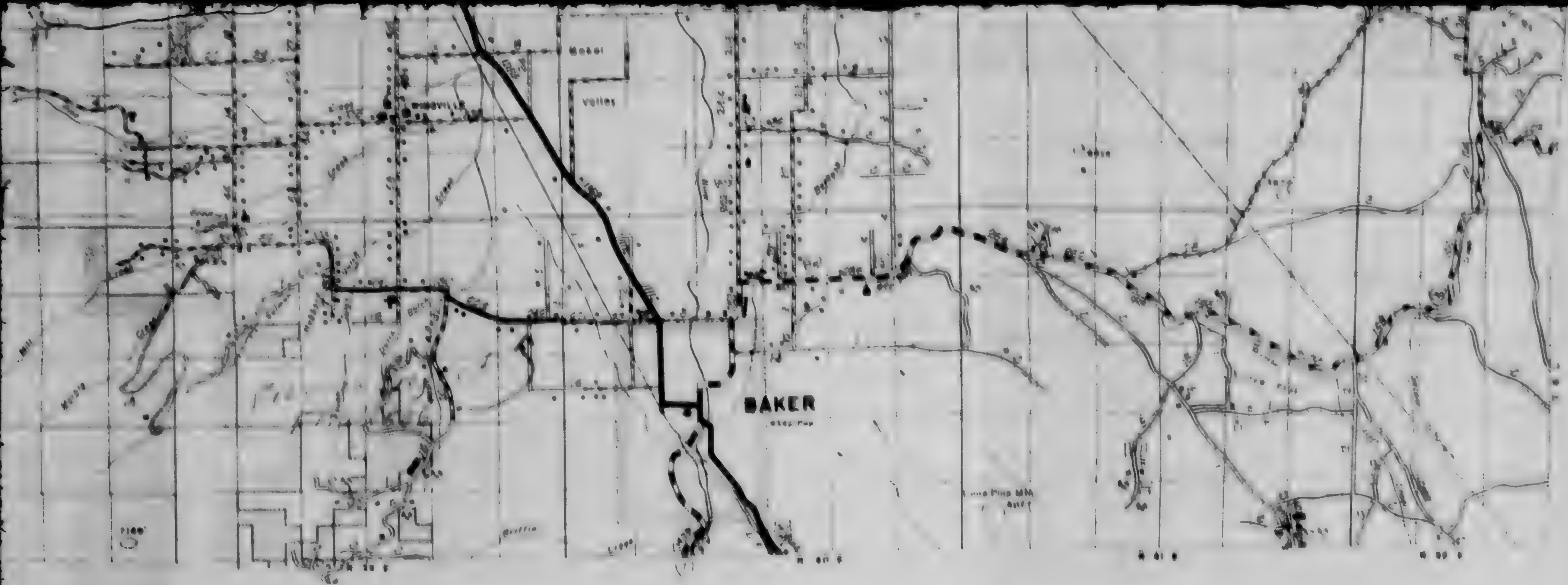
FIGURES PARALLELING ROAD
1941 ANNUAL DAILY TRAFFIC
AND APPLY TO THE SECTIO
BETWEEN ROAD JUNCTIONS A

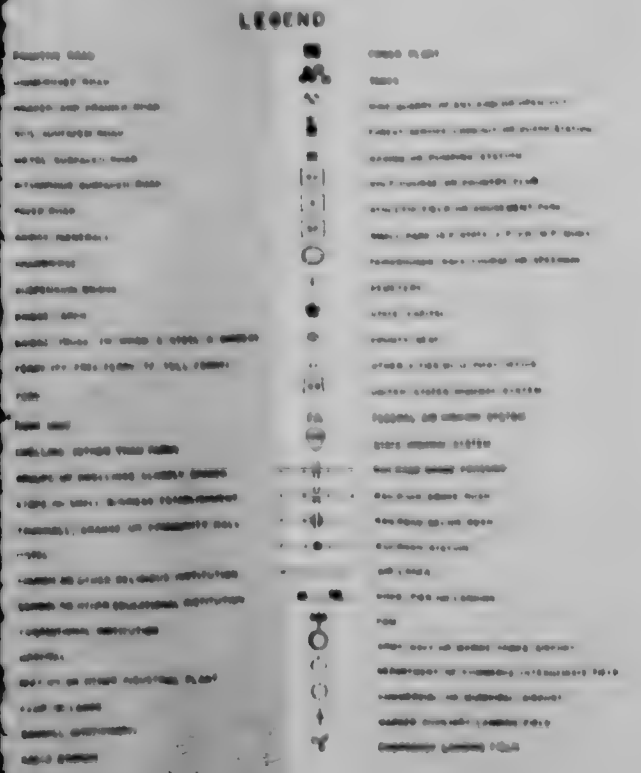
GENERAL HIGHWAY
BAKER COU
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPA
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRIC
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNIN

SCALE
1 0 1 2 3

1936
REVISED 1939





TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE
1941 ANNUAL DAILY TRAFFIC VOLUMES
AND APPLY TO THE SECTION OF ROAD
BETWEEN ROAD JUNCTIONS AS SHOWN

GENERAL HIGHWAY MAP
BAKER COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE

Miles

1936
REVISED 1939

SHEET 2 OF 4 Polyconic Projection

NOVEMBER, 1936 **BAKER COUNTY** , OREGO

310-1722 Riddle (Main St.) Grading 1956
& Paving
#4644

Form A-190—10M—7-56

RECEIVED
JAN 18 1957

INVOICE
Oregon State Highway Department
SALEM, OREGON

Invoice No. 49232

Date January 17, 1957

Your Req. No.

Billing Request No. CC-295

Credit distribution: None

City of Riddle
Riddle, Oregon

Att: Heinrich Schmidt, City Recorder

Final billing City's share of total cost of Main Street grading and paving project, City of Riddle, Contract No. 4644 covered by agreement dated February 20, 1956.

	Advance Deposit	1,000.00
Total cost of project	14,301.52	
Agreed State Share	15,000.00	
	Balance due from city	None
	To be refunded to city	$1,000.00

NOTED
C. G. SWENSON

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

State Printing 06055

By

Clarence G. Swenson
Acting Engr., County & City Relations

HCA:mm

NOTED
C. G. SWENSON

NOTED
N D. GRA

January 17, 1957

Mr. Heinrich Schmidt
City Recorder
Riddle, Oregon

[illegible]
[illegible] Ayers

J. [illegible]

Dear Sir:

Final costs are now available for the Special City Allotment project on Main Street in Riddle.

As per the agreement between the City and State, the State was to pay all costs not to exceed $15,000. As the project did not cost in excess of $15,000 the State will refund the advance deposit of $1,000 made by the City. The accounting division will forward a check in this amount within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Acting Engr., County & City Relations

HCA:mm

NOTED
D. GRA

NOTED
C. G. SWENSON

RECEIVED
OCT 29 1956
FOR FILING
310-1722

A

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 25, 1956

(CONTRACT NO.) [illegible]	(EST. NO.)	(CONTRACT**OR**)	
4644	5-Final	Warren Northwest, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23029	H-164158	$ 500.00	10/25/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: **Sept. 15, 1956**

Time Extensions: **None**

Completion Date: **Aug. 31, 1956**

Date Accepted: **Sept. 27, 1956**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **10-29-56**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

[illegible] CARD

Warrant Mailed: OCT 29 1956

Ruth Rawlings

RECEIVED
OCT 19 1956
FOR FILING

219-17

4644

October 18, 1956

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4644 for work performed on the Riddle (Main Street) City Street Section in Douglas County was completed by the contractor, Warren Northwest, Inc., on August 31, 1956 and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $500.00 will be released to the contractor on or after October 29, 1956. The total contract amount is $12,058.69, of which amount $111.50 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

STED ON CARD

RECEIVED
OCT 4 1956
FOR FILING

[illegible]

4644

October 4, 1956

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Warren Northwest, Inc. on contract No. 4644, for grading and paving on the Riddle (Main Street) City Street Section in Douglas County. This payment, in the amount of $602.75, will be released to the contractor on or after October 15, 1956. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

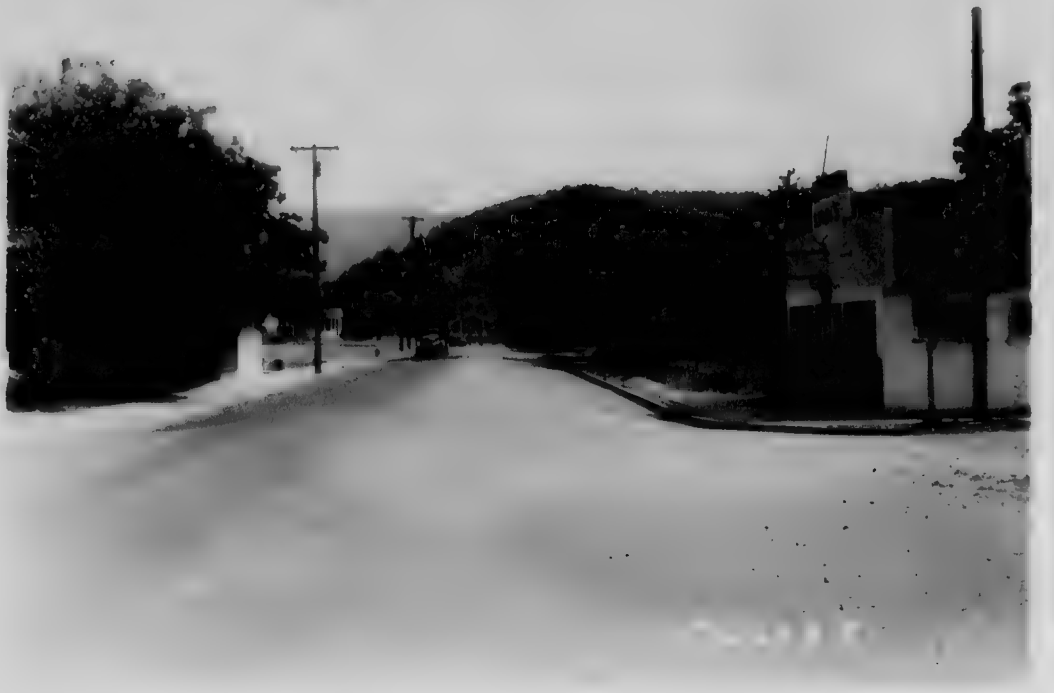
gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

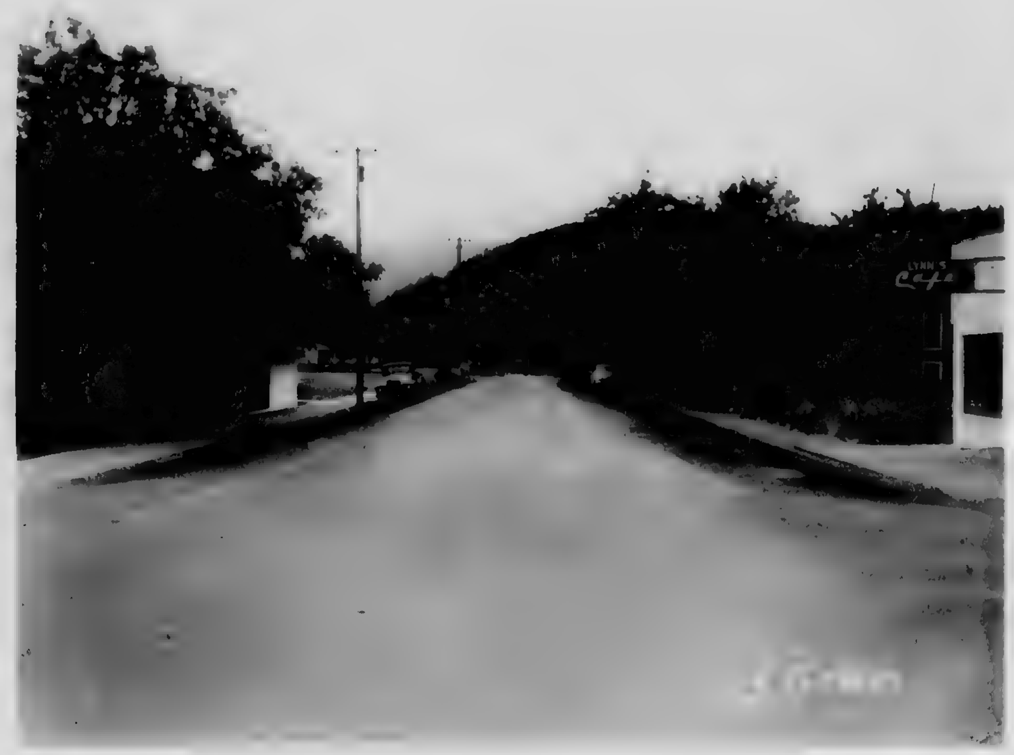
NOTED ON CARD

jl

8-27-56



7-27-55


LYNN'S
Cafe
J. Green

55-40
Riddle
Main St from 4th St looking S.E.
7-27-55

56-183
Riddle
after Const
Main St from 4th St looking S Easterly
8-27-56

Section Riddl

1722

46 44

5, 1956

& Pave

Form E-1—10M—10-55

GON STATE HIGHWAY DEPARTM T

R LY

8-27-56

7-27-55

4

Form [illegible]

[illegible]GON STATE HIGHWAY DEPART[illegible]T

310-1722

4644

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 25, 1956, 19

Kind of work Grade & Pave

Section Riddle (City Street)

Section prefix 310-1722

Highway Main Street

Contract number 4644

Contractor Warren Northwest, Inc.

Date of completion Sept. 15, 1956, 19

Date of contract Mar. 7, 1956, 19

Estimated date of completion Aug. 31, 1956, 19

Date work started Mar. 28, 1956, 19

Per cent of time elapsed 84 %

Project authorization $ 15,153.75

Exclusive of Engineering $ 14,076.14

Estimated cost of completed project, exclusive of engineering $12,100.00

Estimated per cent overrun or underrun 14 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1077.60

Date project was completed 8 - 31, 1956

Engineering cost to date $ 1322.71, 120 %

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final repairs and touch up have not been made.

Contacted Warren's man who will do this work and he will do it soon.

possibly in the next 10days.

NOTED
L. H. Young

Signed C. C. Gall

Address Box 466, Myrtle Creek, Ore.

NOTED
C. E. PAULSEN

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing [illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.15	0.15			015
Miles partially completed	all	all			all
Miles completed	"	"			"
Total estimated quantities (contract)	1300	960			640 ton
Total quantities corrected to date	1420	900			488.095
Estimated quantities moved or placed to date	all	all			all
Average daily quantities					
Average daily quantities necessary to complete project on time		Completed except for repairs			
Number shifts per day					
Hours per shift					
Average force on project for week	none				

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers.........., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	FAIR		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	cloudy		
Saturday	"		

RECEIVED
APR 2 - 1956
FOR FILING

[illegible]
4644

April 2, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

We enclose herewith for your files three fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4644, for grading and paving on the Riddle (Main Street) City Street Section in Douglas County, awarded March 7, 1956.

Contract No. 4649, for paving on the Tangent Jct.-Oak Creek School Section of Orleans-Lebanon Road in Linn County, awarded March 9, 1956.

Contract No. 4650, covering the S.E. Stark St.-Powell Valley Road on the East Burnside Road in Multnomah County, awarded March 9, 1956.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
MAR 13 1956
FOR FILING

310-1722
4644

Salem, Oregon
March 8, 1956

$250,000 Fund Agreement
City of Riddle

Sp. St. tax St. fund
#4

Mr. John W. Cattrall
County & City Relations Dept.
Office

Attached hereto is a conformed copy of an agreement with the City of Riddle covering the Special City Allotment project on Main Street in Riddle.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Riddle, Oregon.

H. B. Glaiyer
Secretary

rn
Attach: 1

REFERRED TO Jerry BY SECRETARY to file

FORM 230—50M—2-55—52966

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 28, 1956

SUBJECT: $250,000 Fund Agreement
City of Riddle

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of an agreement covering the Special City Allotment project on Main Street in Riddle.

Two copies of the agreement have been executed by the city and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on December 19, 1955.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

sign 2 copies

RECEIVED
FEB 28 1956
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-19-55 Minute Page 32
Secretary

A

NOTED
J. W. CATTRALL

NOTED
V. R. JONES

NOTED
Hareld C. Ayers

March 10, 1956

Mr. R. L. Newton
City Recorder
Riddle, Oregon

[illegible]NN

Dear Sir:

This is to acknowledge receipt of a check from the City of Riddle representing the City's share in the cost of the construction project on Main Street.

On March 7, 1946, the State Highway Commission awarded the contract to Warren Northwest, Inc., and a copy of the plans and specifications is enclosed for the City's information and records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:mm
Encl.

City of Riddle
RIDDLE, OREGON

March 5th, 1956

Mr John W. Cottrall Engineer, County and City Relatbons
Oregon State Highway Department
Salem, Oregon.

Dear Sir:

Answering your communication of the 2nd, inst. we are enclosing herewith check in the amount of $1,000.00 as requested.

Our Mayor and City Council aree exceeding happy with the amount of the bid. again thanking you for all past courtesies, l am

Very Truly Yours
Robert Newton
Robert Newton City Recorder.

City of Riddle Check no. 4837
for $1000.00 to [illegible] 3-7-56

advance
fund

7 Query

RECEIVED
MAR - 7 1956
ENGINEER
CO[illegible]IONS

RECEIVED
MAR 7 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 8 - 1956
FOR FILING

310-1722
4644

March 8, 1956

Mr. Robert L. Newton
City Recorder
City Hall
Riddle, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Riddle covering the Special City Allotment project on Main Street in Riddle.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
APR 11 1956
FOR FILING

210-17[illegible]
4644

March 7, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission on March 1, 1956 accepted your proposal for grading and paving on Riddle (Main St.) in Douglas County for the sum of $13,370.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4644.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

blm
cc: R. G. Savage (SIAC)
Forrest Cooper
S. H. Probert

Pacific Builder & Engineer, Inc.
2418 Third Ave.
Seattle 1, Wash.

Attn. Dorothy McCormack

RECEIVED
MAR 8 - 1956
FOR FILING

FORM 830—50M—2-55—82986

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

INTERNATIONAL SERVICE Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 7, 1956
10:15 a. m.

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Contract for grading and paving on Riddle (Main St.) in Douglas County for which you submitted low bid on March 1, 1956 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Confirmation
Accounting (5003-900)
Files ✓
C. W. Head

cc: S. H. Probert

RECEIVED
MAR 8 - 1956
FOR FILING

FORM 530—50M—2-55—82986

310-1722

4644

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 7, 1956

SUBJECT: Special City Allotment Project
Riddle (1956)

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

We have received this date the City of Riddle advance deposit covering the Special City Allotment project on Main Street.

This project is now clear for contract award.

John D. Graham

John D. Graham
Office Engr., County & City Relations

JDG:mm

cc: S. H. Probert

2-20-56

ORDINANCE NO. 150

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF RIDDLE, OREGON, AND THE STATE OF OREGON ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION FOR THE IMPROVEMENT OF MAIN STREET FROM FOURTH STREET TO THE COW CREEK BRIDGE, A DISTANCE OF APPROXIMATELY 0.15 MILE WITHIN THE CITY OF RIDDLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Riddle, Oregon, has heretofore made application to the State Highway Commission for assistance in repairing or reconstructing streets under the provisions of ORS 366.800 and 366.085, and

WHEREAS, the State Highway Commission has accepted such application for the improvement of Main Street from Fourth Street to the Cow Creek Bridge, and

WHEREAS, in the form of agreement prepared by the State Highway Commission, a copy of which, marked "Exhibit A", is attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to Fifteen Thousand and No/100 ($15,000.00) Dollars, and the City of Riddle to pay all cost in excess of said $15,000.00;

THE PEOPLE OF THE CITY OF RIDDLE ORDAIN AS FOLLOWS:

Section 1. That that certain form of agreement herein above referred to be entered into by the City of Riddle, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Main Street from Fourth Street to the Cow Creek Bridge, and is hereby approved and accepted as submitted.

Section 2: That the Mayor and Recorder are hereby authorized and directed to execute said agreement in triplicate and to deliver said agreement to the State Highway Commission for execution by said Commission.

Section 3. WHEREAS, it is necessary that said improvements be made in the spring or summer of 1956 while the weather permits, and whereas the State Highway Commission cannot award a contract for said improvements until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Riddle, Oregon, an emergency is declared to exist and this ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor, as authorized by the City Charter dated January 30, 1893.

Ayes 6

Nays 0

Submitted to and approved by the mayor on the 20 day of February, 1956.

S/S G J Rapsey
Mayor

Attest:

Robert L Newton
Recorder

Copy

ORDINANCE NO. 150

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF RIDDLE, OREGON, AND THE STATE OF OREGON ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION FOR THE IMPROVEMENT OF MAIN STREET FROM FOURTH STREET TO THE COW CREEK BRIDGE, A DISTANCE OF APPROXIMATELY 0.15 MILE WITHIN THE CITY OF RIDDLE, AND DECLARING AN EMERGENCY.

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Ayes 6

Nays 0

Submitted to and approved by the mayor on the 20 day of February, 1956.

/s G J Apsey
Mayor

Attest:

Robert L Newton
Recorder

Copy

Riddle.

Preliminary Estimate

Main Street from 1st Street to the Cow Creek Bridge a distance of approximately 0.15 mile.

Grade, place 12" of base rock on widened portion, use old surface where possible, place curbs and drainage 3" asphaltic concrete 40' width.

Item	Quantity	@	Cost
Excavation Structural	140 cu yds	2^{00}	280.00
Excavation General	1,280 cu yds	1^{00}	1280.00
Coarse Crushed Met in base	1000 cu yds	2^{25}	2250.00
Concrete Curbs	56 cu yds	50^{00}	2800.00
12" concrete pipe	600 lin ft.	2^{25}	1350.00
8" Concrete pipe	320 lin ft.	2^{00}	640.00
Catch basins	4 each	75^{00}	300.00
3/4" 0 in base	320 cu yds	3^{75}	1200.00
Manholes	1 each	100^{00}	100.00
RS 2 in binder & tack coat	8 tons	70^{00}	560.00
Class B Asphaltic Concrete	650 tons	9^{25}	6012.50
RS 2 in seal coat	4 ton	70^{00}	280.00
Aggregate in seal coat	8 cu yds	6^{00}	48.00
Prel Est of Const Cost			$ 17,100.50
12 1/2 % Eng & Cont			2137.56
Surveying			875.00
~~[illegible]~~ Flagging			100.00
			$ 20,213.06

20,200

City of Riddle
RIDDLE, OREGON

December 10th, 1955

Mr Harold C Ayers Field Engineer
County and City Relations.
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

Am very sorry that I missed you this week on your visit to Riddle.

I discussed the matter of the Main Street improvement with our Mayor and City Council and they intstruted me to inform you they are willing to pay the cost of $5,200.00 should the Commission grant the City the additional $15,000.00 for the project.

Knowing you have many many request for funds we will feel grateful to the Commission for this assistance.

Very Truly Yours
F. W. Scheffel
F.W. Scheffel
City Superintendent.

NOTED
Harold C. Ayers

RECEIVED
DEC 12 1955
OREGON
STATE HIGHWAY COMMISSION

$250,000 1956 Riddle 10-10-55

With Mr Scheffel made investigation and estimate on his plan of repairs to Main Street.

This section of Main Street leads to Canyonville and is receiving over from 30 to 60 loads of logs per day, is very heavily patched and is showing the signs of this heavy loading, has become narrow and drainage is poor.

The City wishes to have it widened to 40' width with curbs & drainage and say will pay all cost over $15,000. And will send letter after Nov. Council meeting.

Believe we should recommend a project.

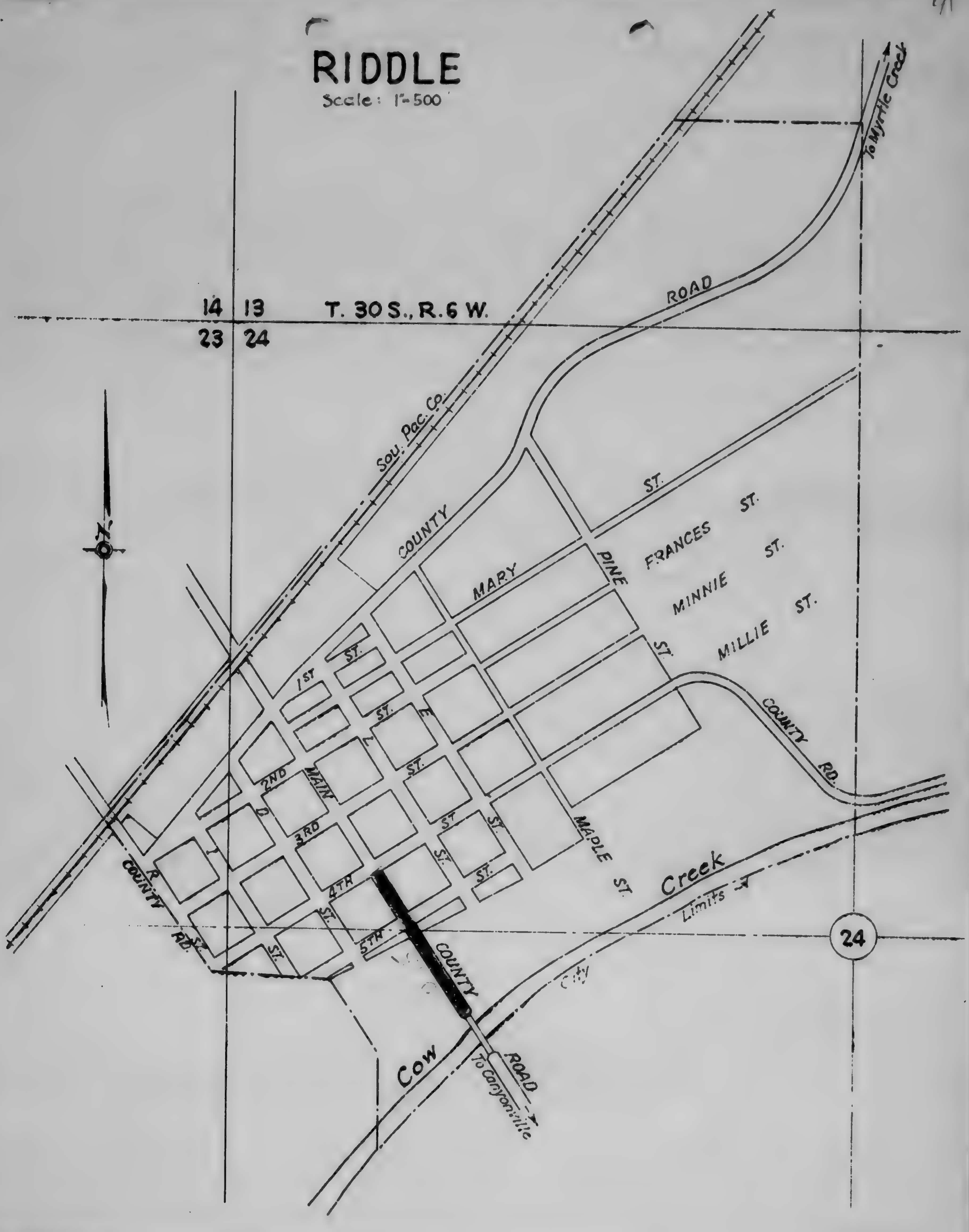
H.C. Ayers

Mr. Tom Edwards agrees and was in agreement with estimate.

HCA.

RIDDLE

Scale: 1"=500'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24
T. 30 S., R. 6 W.
ROAD
To Myrtle Creek
Sou. Pac. Co.
N
COUNTY
ST.
FRANCES ST.
MARY
PINE
MINNIE ST.
ST.
MILLIE ST.
COUNTY RD.
1ST ST.
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ST.
MAPLE ST.
5TH
ST.
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COUNTY RD.
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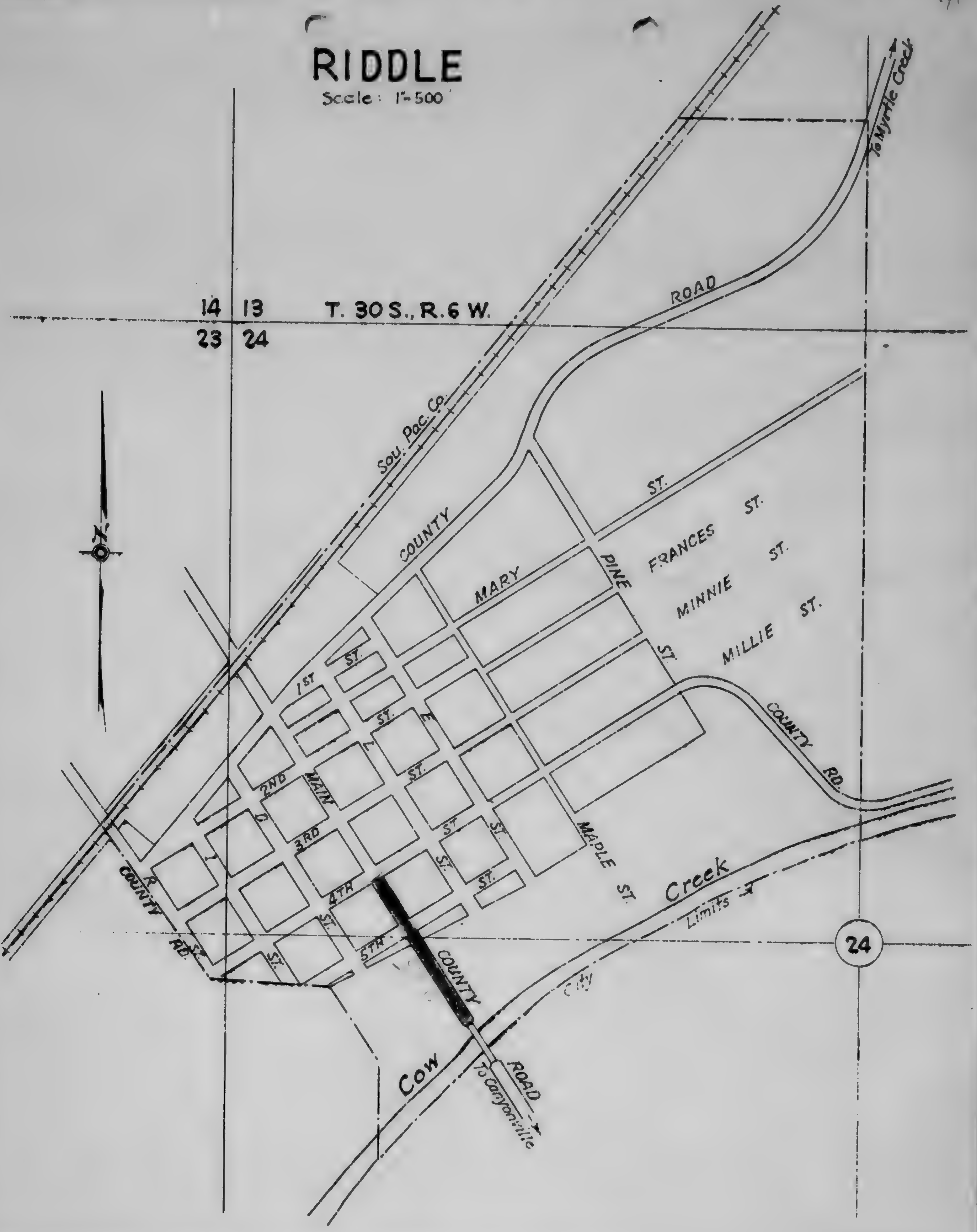
Limits
City
24
COUNTY
ROAD
To Canyonville
Cow

RIDDLE

Scale: 1"=500'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MAPLE ST.
COUNTY RD.
Creek
Cow
City
Limits
24
COUNTY
ROAD
To Canyonville

no41

[illegible]

Picked up Mr. F. W. Scheffel, City Supt. and with him Checked the streets named in City's Resolution

Their request was to widen the shoulders on Front Street and [illegible] Street, to be used as foot paths. and to [illegible] resurface Main St.,
Advised Mr. Scheffel that the act only covers the travel portion of the Street, and we could not build foot paths.

The section of Main Street is heavily used and is in only fair condition. They requested that this Section be widened to [illegible] with curbs and full width.
Advised Mr. Scheffel that curbs and drainage and part of cost would have to be borne by City. He asked that I wait until he had a chance to talk with the City Council re costs of curbs etc.

W.C.G.

No 41

[illegible] City Sept. 6

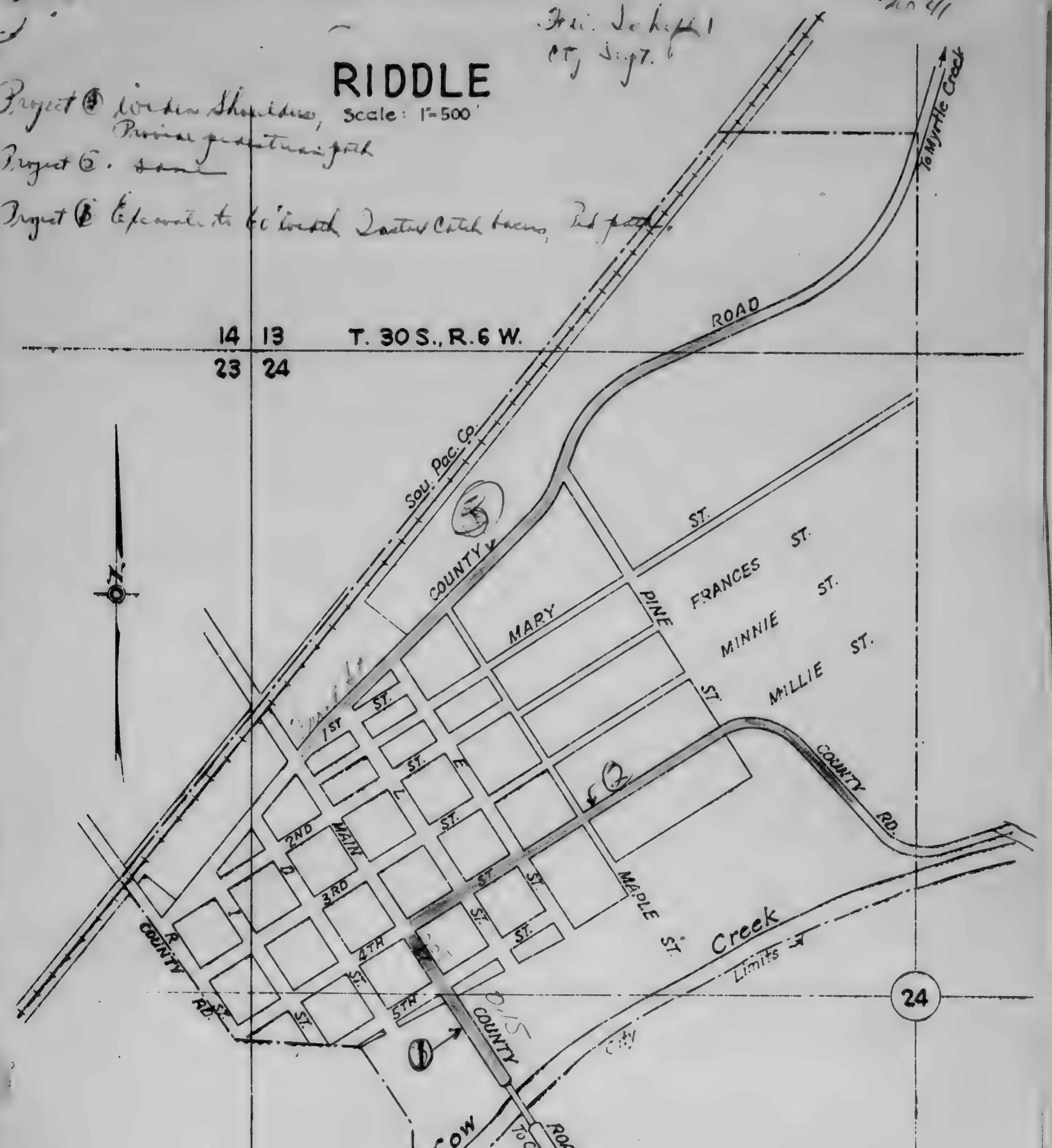
RIDDLE

Scale: 1"=500'

Project ③ Widen Shoulders, Provide pedestrian path

Project ②. same

Project ① Excavate to 60' width. Install Catch basins, Ped path.



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MAPLE ST.
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Creek
Limits
City
24
①
COUNTY ROAD
To Canyonville
Cow

7-20-55

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Riddle, Oregon is an incorporated city of the State of Oregon, and has a population of 634, as given by the latest official census, and

WHEREAS, the following streets of said city, namely

Form cc-50 (1953 Rev.)
Special City Allotment

1.Main Street from present Cow Creek Steel Bridge to Fourth Street.

2. Front Street from East City limits to Main Street

3.East 4th, Street and Millie Street from East City Limits to Main street.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

1.Main Street from present Cow Creek Steel Bridge to Fourth street.

2 . Front street from East City limits to Main Street.

3. East 4th, street and Millie street from East City Limits to Main Street

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of RIDDLE, OREGON does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate F.H. Scheffel as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 20th day of July, 1955.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---------- ----------

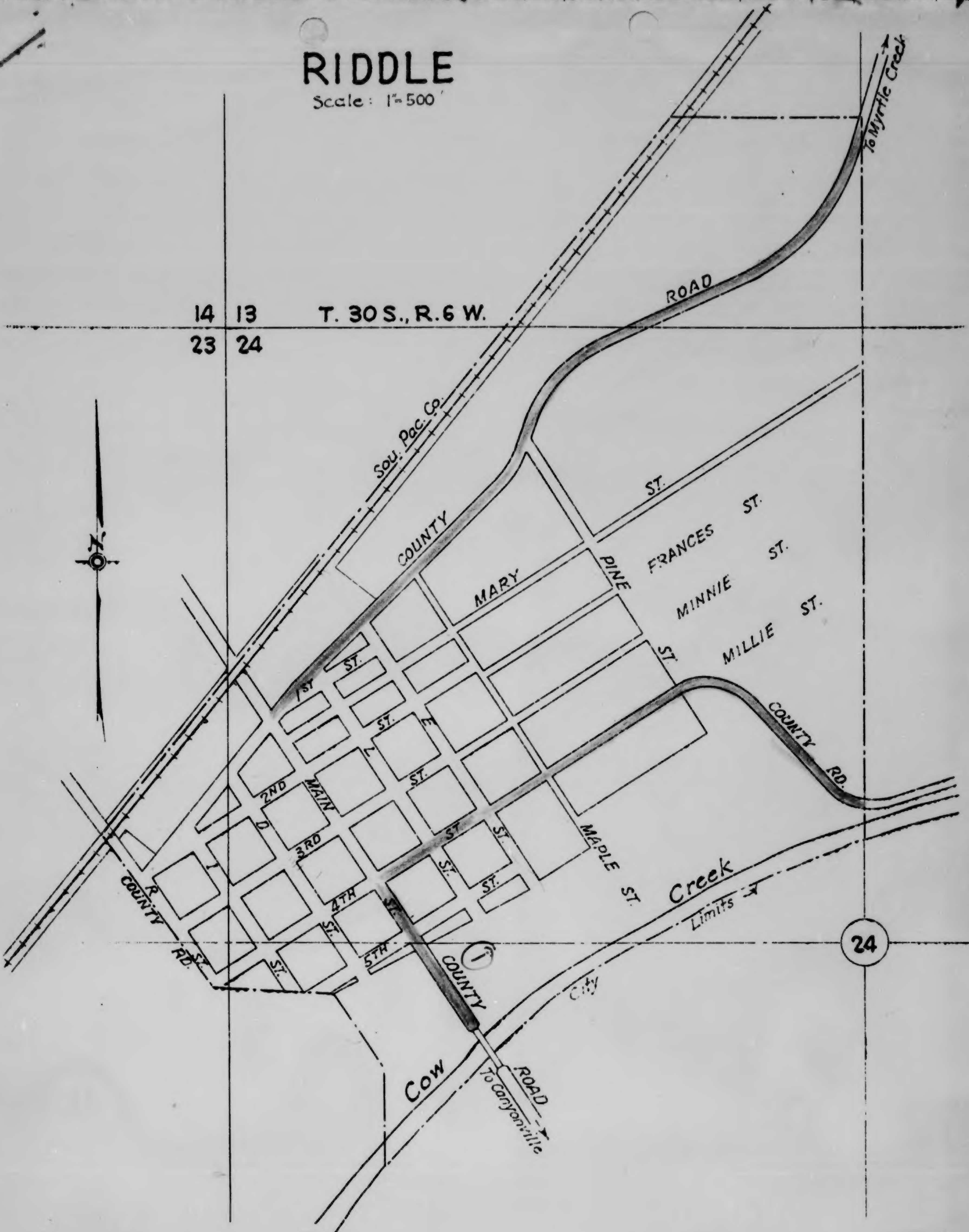
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Riddle at a regular or [✓ special] meeting of said Council, held on the 20th day of July, 1955 and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 21st day of July, 1955

Ruth Gilling
City Recorder

RIDDLE

Scale: 1"=500'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2ND
MAIN
3RD
4TH
5TH
ST.
MAPLE ST.
COUNTY RD.
1
COUNTY ROAD
To Canyonville
Cow Creek
City Limits
24

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract# 4588 Ends with: Contract# 4644

FLASH CARDS: Begins every Contract

Remarks:

Reel No. 79 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 23rd day of January. 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Leah Tredwell